

13274

RECORDATION NO. Filed 1425

OCT 13 1981-10 30 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of
49 USC 11303(a) are the original and ten counterparts of
a Security Agreement dated as of September 1, 1981.

The general description of the railroad equipment
covered by the enclosed document is set forth in Schedule A
attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor:

Valley Bank Leasing, Inc.
234 North Central
Suite 522
Phoenix, Arizona 85004

Secured Party:

The Connecticut Bank and
Trust Company
One Constitution Plaza
Hartford, Connecticut 06115

The undersigned is the Debtor mentioned in the en-
closed document and has knowledge of the matters set forth
therein.

Please return the original and eight counterparts of
the Security Agreement to Gary Green, Esq., Chapman and Cutler,
111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00
covering the required recording fee.

Very truly yours,

VALLEY BANK LEASING, INC.

By

DEBTOR AS AFORESAID

Enclosures

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50
①

New No.

1-286A045
No.
Date OCT 13 1981
Fee \$50.00

ICC Washington, D. C.

OCT 13 10 22 AM '81

CT. Karpman
Chapman and Cutler

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
225	Covered Hopper Cars Manufactured by FMC Corporation	NAHX 900000 through NAHX 900224, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

10/13/81

OFFICE OF THE SECRETARY

**Gary Green ,Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/13/81** at **10:30am**, and assigned re-recording number(s). **13274, 13275, 13276 & 13276-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

13274
RECORDATION NO. Filed 1425

OCT 13 1981 -10 30 AM
INTERSTATE COMMERCE COMMISSION

Matter No. 34601-5

SECURITY AGREEMENT-TRUST DEED

Dated as of September 1, 1981

From

VALLEY BANK LEASING, INC.

DEBTOR

To

THE CONNECTICUT BANK AND TRUST COMPANY

SECURED PARTY

(NAC No. 81-1)
(225 Covered Hopper Cars)

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
Parties		1
1.	Grant of Security	2
1.1.	Equipment Collateral	2
1.2.	Rental Collateral	2
1.3.	Limitations to Security Interest	3
1.4.	Duration of Security Interest	4
1.5.	Excepted Rights in Collateral	4
2.	Covenants and Warranties of the Trust	4
2.1.	Debtor's Duties	4
2.2.	Warranty of Title	5
2.3.	Further Assurances	5
2.4.	After-Acquired Property	5
2.5.	Recordation and Filing	6
2.6.	Modifications of the Lease	6
2.7.	Power of Attorney in Respect of the Lease	6
2.8.	Notice of Default	7
2.9.	Maintenance of Corporate Existence	7
2.10.	Restrictions on Mergers, Consolidations and Sales of Assets	7
3.	Possession, Use and Release of Property	7
3.1.	Possession of Collateral	7
3.2.	Release of Property	8
3.3.	Protection of Purchaser	8
4.	Application of Assigned Rentals and Certain Other Moneys Received by the Secured Party	8
4.1.	Application of Rents and Other Payments	8
4.2.	Multiple Notes	10
4.3.	Default	10
5.	Defaults and Other Provisions	10
5.1.	Events of Default	10
5.2.	Secured Party's Rights	12
5.3.	Certain Rights of the Debtor on the Occurrence of an Event of Default under the Lease	14
5.4.	Acceleration Clause	15
5.5.	Waiver by Debtor	15
5.6.	Effect of Sale	16
5.7.	Application of Sale Proceeds	16

<u>Section</u>	<u>Heading</u>	<u>Page</u>
5.8.	Discontinuance of Remedies	16
5.9.	Cumulative Remedies	17
6.	The Secured Party	17
6.1.	Certain Duties and Responsibilities of Secured Party	17
6.2.	Certain Limitations on Secured Party's Rights to Compensation and Indemnification	18
6.3.	Certain Rights of Secured Party	19
6.4.	Showings Deemed Necessary by Secured Party ..	21
6.5.	Status of Moneys Received	21
6.6.	Resignation of Secured Party	21
6.7.	Removal of Secured Party	21
6.8.	Successor Secured Party	22
6.9.	Appointment of Successor Secured Party	22
6.10.	Merger or Consolidation of Secured Party ...	22
6.11.	Conveyance Upon Request of Successor Secured Party	22
6.12.	Acceptance of Appointment by Successor Secured Party	23
7.	Limitations of Liability	23
8.	Miscellaneous	24
8.1.	Execution of Notes	24
8.2.	Payment of the Notes	24
8.3.	Exchange of Notes	24
8.4.	Lost or Mutilated Notes	25
8.5.	The New Notes	26
8.6.	Cancellation of Notes	26
8.7.	Successors and Assigns	27
8.8.	Partial Invalidity	27
8.9.	Communications	27
8.10.	Supplemental Security Agreements; Waivers ...	27
8.11.	Amendments	29
8.12.	Release	29
8.13.	Governing Law	29
8.14.	Counterparts	29
8.15.	Headings	30

Attachments to Security Agreement:

Schedule 1 - Amortization Schedule
Schedule 2 - Amortization Schedule
Schedule 3 - Description of Equipment
Exhibit A - Form of Series A Secured Note
Exhibit B - Form of Series B Secured Note

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of September 1, 1981 (the "Security Agreement") is from VALLEY BANK LEASING, INC., an Arizona corporation (the "Debtor"), Debtor's post office address being 234 North Central Avenue, Suite 522, Phoenix, Arizona 85004 to THE CONNECTICUT BANK AND TRUST COMPANY (the "Secured Party"), whose post office address is One Constitution Plaza, Hartford, Connecticut 06115.

R E C I T A L S:

A. The Debtor and the Secured Party have entered into a Participation Agreement dated as of September 1, 1981 (the "Participation Agreement") with North American Car Corporation, a Illinois corporation (the "Lessee"), the Secured Party and the institutional investors referred to in Schedule 2 thereto (the "Note Purchasers") providing for the commitment of the Note Purchasers to purchase on certain dates therein provided not later than December 31, 1981, the 15.50% Series A Secured Notes (the "Series A Notes") of the Debtor not exceeding an aggregate principal amount of \$5,170,749.60 and the 16% Series B Secured Notes (the "Series B Notes") of the Debtor not exceeding an aggregate principal amount of \$2,699,016.68. The Series A Notes and the Series B Notes are referred to hereinafter collectively as the "Notes". The Series A Notes are to be dated the date of issue, to bear interest from such date at the rate of 15.50% per annum prior to maturity, to be expressed to mature in one installment of interest only followed by 143 consecutive monthly installments including both principal and interest, payable in accordance with the Amortization Schedule set forth in Schedule 1 hereto with the installment of interest only to be paid on November 1, 1981 and the balance of such installments to be paid on the first day of each month thereafter; and to be otherwise substantially in the form attached hereto as Exhibit A. The Series B Notes are to be dated the date of issue, to bear interest from such date at the rate of 16% per annum prior to maturity, to be expressed to mature in one installment of interest only followed by 167 installments, including both principal and interest, payable in accordance with the Amortization Schedule set forth in Schedule 2 hereto with the installment of interest only to be paid on November 1, 1981 and the balance of such installments to be paid on the first day of each month thereafter; and to be otherwise substantially in the form attached hereto as Exhibit B.

B. The Notes and all principal thereof and interest (and premium, if any) thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security

Agreement or the Participation Agreement are hereinafter sometimes referred to as "indebtedness hereby secured".

C. All of the requirements of law relating to the transactions contemplated hereby have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all of the Debtor's covenants and conditions in the Notes and in this Security Agreement and in the Participation Agreement does hereby convey, warrant, mortgage, assign, pledge and grant the Secured Party, its successors in trust and assigns for the ratable use and benefit of the holders of the Notes or the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof, subject always to those limitations set forth in Section 1.3 hereof; excluding, however, Excepted Rights in Collateral as defined in Section 1.5 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

1.1. Equipment Collateral. Collateral includes the railroad equipment described in Schedule 3 attached hereto and made a part hereof (collectively the "Equipment" and individually an "Item" or "Item of Equipment") constituting the Equipment leased and delivered under that certain Equipment Lease dated as of September 1, 1981 (the "Lease") between the Debtor, as lessor, and the Lessee, as lessee; together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, except such thereof as remain the property of the Lessee under the Lease, together with all the rents, issues, income, profits and avails therefrom.

1.2. Rental Collateral. Collateral also includes all right, title, interest, claims and demands of the Debtor as lessor in, to and under the Lease, including all extensions of the term of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease, including, without limitation:

(a) the immediate and continuing right to receive and collect all rental, casualty value payments, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease pursuant thereto, except those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof, including, without limitation all rights of the Debtor to demand and receive under the conditions therein provided those rentals and other sums payable under the North American Car Corporation Car Leasing Agreement dated September 1, 1981 and any and all riders, supplements and amendments thereto (the "Sublease") (except those sums reserved as excepted rights collateral in Section 1.5 hereof) between the Lessee as lessor, and FMC Corporation, as lessee (the "Sublessee") and under any other Permitted Sublease (as defined in the Lease);

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof except with regard to the right of the Debtor to receive those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof; and

(c) the right to take such action upon the occurrence of an Event of Default under the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, (except as permitted by Section 1.5 hereof) and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease, including, without limitation all rights of the Lessor as assignee under Section 20 of the Lease of the Lessee's rights and interests as sublessor in and to the Sublease and all Permitted Subleases (as defined in the Lease);

it being the intent and purpose hereof that subject always to Excepted Rights in Collateral (as defined in Section 1.5 hereof), the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive all rental and casualty value payments and other sums for application in accordance with the provisions of Section 4 hereof at all times during the period from and after the date of this Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

1.3. Limitations to Security Interest. The security interest granted by this Section 1 is subject to (a) the right, title and interest of the Lessee in and to the Equipment under the Lease so long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute

such an Event of Default shall have occurred and be continuing, (b) the lien of current taxes and assessments not in default (but only if such taxes are entitled to priority as a matter of law), or, if delinquent, the validity of which is being contested in good faith, and (c) liens and charges permitted by Section 9 of the Lease (collectively "Permitted Encumbrances").

1.4. Duration of Security Interest. The Secured Party, its successors in trust and assigns shall have and hold the Collateral forever; provided, always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Participation Agreement and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

1.5. Excepted Rights in Collateral. There are expressly excepted and reserved from the security interest and operation of this Security Agreement the following described properties, rights, interests and privileges (hereinafter sometimes referred to as the "Excepted Rights in Collateral") and nothing herein or in any other agreement contained shall constitute an assignment of said Excepted Rights in Collateral to the Secured Party:

(a) all payments of any indemnity under Sections 6 and 10.2 of the Lease or interest thereon under Section 21.2 of the Lease which by the terms of any of such sections of the Lease are payable to the Debtor for its own account;

(b) any insurance proceeds payable under general public liability policies maintained by the Lessee pursuant to Section 11.1 of the Lease which by the terms of such policies or the terms of the Lease are payable directly to the Debtor for its own account; and

(c) all rights of the Debtor under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Debtor on account of any such indemnities or payments, provided that the rights excepted and reserved by this paragraph (b) shall not be deemed to include the exercise of any remedies provided for in Section 14 of the Lease except those contained in Section 14.2(a) thereof.

SECTION 2. COVENANTS AND WARRANTIES OF THE TRUST.

The Debtor covenants, warrants and agrees as follows:

2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and be governed and restricted

by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Participation Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Participation Agreement were fully set out in an amendment or supplement to this Security Agreement. The Debtor undertakes to perform only such duties as are expressly and specifically set forth herein and in the other Operative Agreements (as defined in the Participation Agreement) and no implied obligations or covenants shall be read into this Security Agreement or any other Operative Agreements against the Debtor.

2.2. Warranty of Title. The Debtor has the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor, excepting only this Security Agreement and Permitted Encumbrances. The Debtor also agrees that it will, at its own cost and expense, without regard to the provisions of Section 7 hereof, promptly take such action as may be necessary to duly discharge any liens and encumbrances on the Collateral arising by, through or under the Debtor other than this Security Agreement and Permitted Encumbrances. Without limiting the foregoing, there is no financing statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed, as debtor or mortgagor now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein.

2.3. Further Assurances. The Debtor will, at no expense to the Secured Party, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the rents and other sums due and to become due under the Lease, the Debtor covenants and agrees that it will, pursuant to Section 16 of the Lease, notify the Lessee of the assignment hereunder and direct the Lessee to make all payments of such rents and other sums due and to become due under the Lease other than Excepted Rights in Collateral directly to the Secured Party or as the Secured Party may direct in writing.

2.4. After-Acquired Property. Any and all property described or referred to in the granting clauses hereof which is hereafter acquired shall ipso facto, and without any further

conveyance, assignment or act on the part of the Debtor or the Secured Party, become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

2.5. Recordation and Filing. The Debtor will cause this Security Agreement and all supplements hereto, the Lease and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the Secured Party in such manner and in such place as may be required by law in order to fully preserve and protect the rights of the Secured Party hereunder, and will, at the Lessee's expense, furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental Security Agreement an opinion of counsel stating that in the opinion of such counsel, this Security Agreement or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

2.6. Modifications of the Lease. The Debtor will not:

(a) other than as permitted in Section 1.5 hereof, declare a default or exercise the remedies of the Lessor under, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof;

(b) except in respect of Excepted Rights in Collateral, sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment; or

(c) except in respect of Excepted Rights in Collateral, receive or collect any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Party hereunder) any rent payment then due or to accrue in the future under the Lease in respect of the Equipment.

2.7. Power of Attorney in Respect of the Lease. The Debtor does hereby irrevocably constitute and appoint the Secured Party its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect,

receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned under Sections 1.1 and 1.2 hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby.

2.8. Notice of Default. The Debtor further covenants and agrees that it will give the Secured Party prompt written notice of any event or condition constituting an Event of Default under the Lease if the Debtor has actual knowledge of such event or condition.

2.9. Maintenance of Corporate Existence. The Debtor will preserve and keep in full force and effect its corporate existence, rights and franchises and all licenses and permits necessary to the performance of its obligations hereunder, except as otherwise provided in Section 2.10 hereof.

2.10. Restrictions on Mergers, Consolidations and Sales of Assets. The Debtor will not sell, lease, transfer or otherwise dispose of all or a substantial portion of its corporate property or assets to any person, firm or corporation or consolidate with or merge into any other corporation or permit another corporation to merge into it unless (a) the successor formed by or resulting from such consolidation or merger or to which such sale, lease or other disposition shall have been made shall be a solvent corporation organized under the laws of the United States of America or a State thereof or the District of Columbia; (b) such successor corporation (if other than the Debtor) shall assume all of the Debtor's obligations under this Security Agreement, the Notes, the Participation Agreement, the Lease and the Purchase Agreement referred to in the Participation Agreement; and (c) immediately after such merger, sale, lease or other disposition, such successor corporation shall not be in default in the performance or observance of any of the covenants, agreements or conditions contained in the Participation Agreement, this Security Agreement, the Lease or said Purchase Agreement.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

3.1. Possession of Collateral. While the Debtor is not in default hereunder, it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always,

that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by the Lessee under and subject to the Lease shall not constitute a violation of this Section 3.1.

3.2. Release of Property. So long as no default referred to in Section 14 of the Lease has occurred and is continuing to the knowledge of the Secured Party, the Secured Party shall execute a release in respect of any Item of Equipment designated by the Lessee for settlement pursuant to Section 11 of the Lease upon receipt from the Lessee of written notice designating the Item of Equipment in respect of which the Lease will terminate and the receipt from the Lessee of all sums payable for such Item of Equipment in compliance with Section 11 of the Lease.

3.3. Protection of Purchaser. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Secured Party to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser, in good faith, of any item or unit of the collateral be under obligation to ascertain or inquire into the conditions upon which any such sale is hereby authorized.

SECTION 4. APPLICATION OF ASSIGNED RENTALS AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

4.1. Application of Rents and Other Payments. As more fully set forth in Section 1.2 hereof the Debtor has hereby granted to the Secured Party a security interest in rents, issues, profits, income and other sums due and to become due under the Lease in respect of the Equipment as security for the Notes. So long as no Event of Default as defined in Section 5 hereof, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default has occurred and is continuing:

(a) The amounts from time to time received by the Secured Party which constitute payment by the Lessee under the Lease of the installments of rental under the Lease shall be applied first, to the payment of the installments of principal and interest (and in each case first to interest and then to principal) on the Notes which have matured or will mature on or before the due date of the installments of rental which are received by the Secured Party, and then the balance, if any, of such amounts shall be paid to or upon the order of the Debtor not later than the first business day following the receipt thereof;

(b) The amounts from time to time received by the Secured Party which constitute settlement by the

Lessee of the "Casualty Value" for any Item of Equipment pursuant to Section 11 of the Lease shall be applied by the Secured Party as follows:

(i) First, to the payment of an amount equal to the accrued and unpaid interest on that portion of the Notes to be prepaid pursuant to the following subparagraph;

(ii) Second, an amount equal to the Loan Value of such Item of Equipment for which settlement is then being made shall be applied to the prepayment of the Notes so that each of the remaining installments of each Note shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of the Notes immediately prior to the prepayment; and

(iii) Third, the balance, if any, of such amounts held by the Secured Party after making the applications provided for by the preceding subparagraphs (i) and (ii) shall be released to or upon the order of the Debtor on the date of payment of the amounts provided in the preceding clauses (i) and (ii).

For purposes of this Section 4.1(b), the "Loan Value" in respect of any Item of Equipment, shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Purchase Price (as defined in the Participation Agreement) of such Item of Equipment for which settlement is then being made and the denominator of which is the aggregate Purchase Price of all Items of Equipment then subject to the Lease (including the Purchase Price of such Item of Equipment for which settlement is then being made), times (B) the unpaid principal amount of the Notes immediately prior to the prepayment provided for in this Section 4.1(b) (after giving effect to all payments of installments of principal made or to be made on the date of prepayment provided for in this Section 4.1(b));

(c) The amounts received by the Secured Party from time to time which constitute proceeds of casualty insurance maintained by the Lessee in respect of the Equipment, shall be held by the Secured Party as a part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(i) So long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default has occurred and is continuing to the knowledge of the Secured Party, the proceeds of such insurance shall, if the Item of Equipment is to be repaired, be released to the Debtor to reimburse

the Lessee for expenditures made for such repair upon receipt by the Secured Party of a certificate of an authorized officer of the Lessee to the effect that any damage to such Item in respect of which such proceeds were paid has been fully repaired; and

(11) If the insurance proceeds shall not have been released to the Debtor pursuant to the preceding paragraph (1) within 180 days from the receipt thereof by the Secured Party, or if within such period the Lessee shall have notified the Secured Party in writing that the Lease is to be terminated in respect of such item in accordance with the provisions of Section 11.2 of the Lease then so long as no Event of Default hereunder has occurred and is continuing to the knowledge of the Secured Party, the insurance proceeds shall be applied by the Secured Party as follows:

(A) First, to the prepayment of the Notes, all in the manner and to the extent provided for by Section 4.1(b) hereof; and

(B) Second, the balance, if any, of such insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (A) shall be released to or upon the order of the Debtor on the date of such prepayment of the Notes.

4.2. Multiple Notes. If more than one Note is outstanding at the time any such application is made, such application shall be made on all outstanding Notes ratably in accordance with the aggregate principal amount remaining unpaid thereon.

4.3. Default. If an Event of Default referred to in Section 5 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof shall be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise, and any such default shall continue unremedied for five days;

(b) An Event of Default (as defined in the Lease) shall have occurred and be continuing under the Lease;

(c) Default on the part of the Debtor in the due observance or performance of any covenant or agreement to be observed or performed by the Debtor under this Security Agreement or the Participation Agreement, and such default shall continue unremedied for 30 days after a Responsible Officer (as such term is herein-after defined) shall have actual knowledge thereof;

(d) Any representation or warranty on the part of the Debtor made herein or in the Participation Agreement or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease or the Participation Agreement, or the transactions contemplated therein, shall prove to have been false or misleading in any material respect when made;

(e) Any claim, lien or charge (other than Permitted Encumbrances and liens, charges and encumbrances which the Lessee is obligated to discharge under Section 9 of the Lease) shall be asserted against or levied or imposed upon the Equipment which is prior to or on a parity with the security interest granted hereunder, and such claim, lien or charge shall not be discharged or removed within thirty calendar days after written notice from the Secured Party or the holder of any Note to the Debtor and the Lessee demanding the discharge or removal thereof.

(f) The Debtor becomes insolvent or fails generally to pay its debts as such debts become due, or causes or suffers an order for relief to be entered against it under applicable federal or state bankruptcy law, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a custodian, trustee or receiver for the Debtor or for the major part of its property;

(g) A custodian, trustee or receiver is appointed for the Debtor or for the major part of its property and is not discharged within 30 days after such appointment; or

(h) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Debtor and, if instituted against the Debtor, are consented to or are not dismissed within 30 days after such institution.

For the purposes of this Section 15.1 a "Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Debtor in this Security Agreement contained, any corporate officer of the Debtor who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Security Agreement with respect thereto.

If one or more Events of Default shall happen and be continuing, then, and in each and every such case, either the Secured Party, by notice in writing to the Debtor, or the holders of not less than 25% in principal amount of the Notes then outstanding, by notice in writing to the Company and to the Secured Party, may declare the principal amount of all Notes, if not already due and payable, to be immediately due and payable; and upon any such declaration all Notes shall become and be immediately due and payable.

5.2. Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in Section 5.1 has occurred and is continuing, but subject always to Section 7 hereof, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code of Connecticut (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Secured Party may exercise upon the written direction of the holders of not less than 66-2/3% in principle amount of the Notes then outstanding any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

(a) The Secured Party or the holder of any of the Notes may, by notice in writing to the Debtor declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach

of the peace, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor and the Lessee once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to; provided, however, that any such sale shall be held in a commercially reasonable manner. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party or the holder or holders of the Notes, or of any interest therein, may bid and become the purchaser at any such sale;

(d) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to protect and enforce this Security Agreement and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or subject to the provisions of Section 7 hereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper legal or equitable remedy available under applicable law; and

(e) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to exercise all rights, privileges and remedies of the Debtor under the Lease, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

5.3. Certain Rights of the Debtor on the Occurrence of an Event of Default Under the Lease. Except as hereinafter provided, if an Event of Default under the Lease of which the Secured Party has knowledge shall have occurred and be continuing the Secured Party shall give the Debtor not less than 10 days' prior written notice of the date (the "Enforcement Date") on or after which the Secured Party will exercise any remedy or remedies pursuant to Section 5.2 hereof. If an Event of Default under the Lease shall have occurred and be continuing, the Debtor shall have the following rights hereunder:

(a) Right to Cure. In the event of the occurrence of an Event of Default in respect of the payment of Fixed Rental under the Lease on the day it becomes due and payable (unless there shall have occurred and be continuing any Event of Default under the Lease other than a failure to pay Fixed Rental), the Debtor may, prior to the Enforcement Date, pay to the Secured Party an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable on the Notes, and such payment by the Debtor shall be deemed to cure any Event of Default under the Lease which would otherwise have arisen on account of the non-payment by the Lessee of such installment of Fixed Rental under the Lease; provided, however, that the Debtor may not exercise such right in respect of more than 12 consecutive Fixed Rental payment defaults or in any event more than a total of 24 times throughout the term of the Lease.

Except as hereinafter in this Section 5.3(a) provided, the Debtor shall not, by exercising the right to cure any such Event of Default, obtain any lien, charge or encumbrance of any kind on any of the Collateral for or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Debtor against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Secured Party in and to the Collateral. Upon such payment by the Debtor of the amount of principal and interest then due and payable on the Notes, the Debtor shall be subrogated to the rights of the Secured Party in respect of the Fixed Rental which was overdue at the time of such payment and interest payable by the Lessee on account of its being overdue, and therefore, if no other Event of Default or event which the lapse of time or the giving of notice, or both would constitute such an Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Notes have been paid at the time of receipt by the Secured Party of such Fixed Rental, the Debtor shall be

entitled to receive such Fixed Rental and such interest upon receipt thereof by the Secured Party; provided that (i) in the event the principal and interest on the Notes shall have become due and payable pursuant to Section 5.2 (a) hereof, such subrogation shall, until principal of and interest on all Notes shall have been paid in full, be subordinate to the rights of the Secured Party in respect of such payment of Fixed Rental and such interest on such overdue Fixed Rental prior to receipt by the Debtor of any amount pursuant to such subrogation, and (ii) the Debtor shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation.

(b) Option to Prepay Notes. Whether or not the Debtor shall then have the right to cure an Event of Default under the Lease pursuant to Section 5.3(a) above, the Debtor may, upon the occurrence of any event which would cause the principle amount of the Notes to become immediately due and payable as set forth in Section 5.4 hereof, at its option prepay the Notes, without premium or penalty, by payment of the entire unpaid principal amount thereof, together with accrued interest thereon to the date of prepayment.

5.4. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, any purchaser for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes (including all claims for interest matured and unpaid thereon), owned by such purchaser equal to the pro rata portion of the net proceeds of such sale to which such purchaser is entitled on account of all Notes owned by such purchaser.

5.5. Waiver by Debtor. To the extent permitted by law, the Debtor covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement,

all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

5.6. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns (subject, however, to the then existing rights, if any, of the Lessee under the Lease).

5.7. Application of Sale Proceeds. The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of fees, costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper fees, expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Notes and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment of the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to the unpaid interest thereon, second, to unpaid premium, if any, thereon, and third, to unpaid principal thereof; such application to be made upon presentation of the several Notes, and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

5.8. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this

Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holder or holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

5.9. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of any Note to exercise any right or power arising from any default on the part of the Debtor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranty.

SECTION 6. THE SECURED PARTY.

6.1. Certain Duties and Responsibilities of Secured Party. (a) Except during the continuance of an Event of Default:

(i) the Secured Party shall perform such duties and only such duties as are specifically set forth in this Security Agreement, and no implied covenants or obligations shall be read into this Security Agreement against the Secured Party; and

(ii) in the absence of bad faith on its part, the Secured Party may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Secured Party and conforming to the requirements of this Security Agreement or the Lease; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Secured Party, the Secured Party shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Security Agreement.

(b) In case an Event of Default has occurred and is continuing, the Secured Party shall exercise such of the rights and powers vested in it by this Security Agreement for the benefit of the holders of the Notes, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Security Agreement shall be construed to relieve the Secured Party from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section; and

(ii) the Secured Party shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of two-thirds principal amount of the Notes outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Secured Party, or exercising any trust or power conferred upon the Secured Party under this Security Agreement.

(d) No provision of this Security Agreement shall require the Secured Party to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Whether or not therein expressly so provided, every provision of this Security Agreement relating to the conduct or affecting the liability of or affording protection to the Secured Party shall be subject to the provisions of this Section.

6.2. Certain Limitations on Secured Party's Rights to Compensation and Indemnification. The Secured Party agrees that it shall have no right against the holders of any Note for the payment of compensation for its services hereunder or any expenses or disbursements incurred in connection with the exercise and performance of its powers and duties hereunder or any indemnification against liability which it may incur in the exercise and performance of such powers and duties but, on the contrary, shall look solely to the Debtor under Section 2.6 of the Participation Agreement for such payment and indemnification and that it shall have no lien on nor security interest in the Collateral as security for such compensation, expenses, reasonable counsel fees, if any, disbursements and indemnification except to the extent provided for in Section 5.7(a) hereof.

6.3. Certain Rights of Secured Party. (a) The Secured Party shall not be responsible for any recitals herein or in the Participation Agreement or for insuring the Equipment, or for paying or discharging any tax, assessment, governmental charge or lien affecting the Collateral, or for the recording, filing or refiling of this Security Agreement, or of any supplemental or further mortgage or trust, nor shall the Secured Party be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements contained herein or in the Participation Agreement, and, except in the case of a default in the payment of the principal of, or interest or premium, if any, on any Note or a default of which an officer or employee of the Corporate Trust Department of the Secured Party has actual knowledge, the Secured Party shall be deemed to have knowledge of any default in the performance or observance of any such covenants, conditions or agreements only upon receipt of written notice thereof from one of the holders of the Notes. The Secured Party shall promptly notify the Debtor and all holders of the Notes of any default of which the Secured Party has actual knowledge. Upon receipt by the Secured Party of such written notice from a holder of a Note, the Secured Party shall promptly notify the Debtor and all other holders of the Notes of such notice and the default referred to therein by prepaid registered mail addressed to them at their addresses set forth in the Register.

(b) The Secured Party makes no representation or warranty as to the validity, sufficiency or enforceability of this Security Agreement, the Notes, the Participation Agreement or any instrument included in the Collateral, or as to the value, title, condition, fitness for use of, or otherwise with respect to, any Equipment or Item of Equipment or any substitute therefor. The Secured Party shall not be accountable to anyone for the use or application of any of the Notes or the proceeds thereof or for the use or application of any property or the proceeds thereof which shall be released from the lien and security interest hereof in accordance with the provisions of this Security Agreement.

(c) The Secured Party may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(d) Any request, direction or authorization by the Debtor or the Lessee shall be sufficiently evidenced by a request, direction or authorization in writing, delivered to the Secured Party, and signed in the name of the Debtor or the Lessee, as the case may be, by its Chairman of the Board, President, any Vice President, Treasurer or Secretary, and any resolution of the Board of Directors of the Debtor or the Lessee shall be sufficiently evidenced by a copy of such resolution certified by its Secretary or an Assistant Secretary to have been duly adopted and to be in full force and effect on the date of such certification, and delivered to the Secured Party.

(e) Whenever in the administration of the trust herein provided for, the Secured Party shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Debtor or the Lessee, as the case may be, and delivered to the Secured Party, and such certificate shall fully warrant to the Secured Party or any other person for any action taken, suffered or omitted on the faith thereof, but in its discretion the Secured Party may accept, in lieu thereof, other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(f) The Secured Party may consult with counsel, appraisers, engineers, accountants and other skilled persons to be selected by the Secured Party, and the written advice of any thereof shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(g) The Secured Party shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Collateral or to take any action towards the execution or enforcement of the trusts hereunder or otherwise hereunder, whether on its own motion or on the request of any other person, which in the opinion of the Secured Party may involve loss, liability or expense, unless the Debtor or one or more holders of the Notes outstanding shall offer and furnish such security or indemnity against loss, liability and expense to the Secured Party as the Secured Party may reasonably require.

(h) The Secured Party shall not be liable to the holder of any Note for any action taken or omitted by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Security Agreement.

(i) The Secured Party shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, unless requested in writing to do so by the holders of not less than a majority in principal amount of the Notes then outstanding.

(j) The Secured Party may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Secured Party shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care.

(k) The provisions of paragraphs (c) to (j) inclusive of this Section 6.3 shall be subject to the provisions of Section 6.1 hereof.

6.4. Showings Deemed Necessary by Secured Party. Notwithstanding anything elsewhere in this Security Agreement contained, the Secured Party shall have the right, but shall not be required, to demand in respect of withdrawal of any cash, the release of any property, the subjection of any after-acquired property to the lien of this Security Agreement, or any other action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information by the Secured Party deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

6.5. Status of Moneys Received. All moneys received by the Secured Party shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Secured Party under such general conditions as may be prescribed by law in the Secured Party's general banking department, and the Secured Party shall be under no liability for interest on any moneys received by it hereunder. The Secured Party and any affiliated corporation may become the owner of any Note secured hereby and be interested in any financial transaction with the Debtor or any affiliated corporation or the Lessee or any affiliated corporation, or the Secured Party may act as depositary or otherwise in respect to other securities of the Debtor or any affiliated corporation or the Lessee or any affiliated corporation, all with the same rights which it would have if not the Secured Party. The Secured Party agrees that, whenever it shall be required to disburse moneys to any Note Purchaser under the provisions hereof, it shall do so by wire transfer of immediately available funds to a designated bank or trust company located in the continental United States whenever such method of payment is provided for in Schedule 2 to the Participation Agreement or is requested in writing by such Note Purchaser.

6.6. Resignation of Secured Party. The Secured Party may resign and be discharged of the trusts hereby created by mailing notice specifying the date when such resignation shall take effect to the Debtor and to the holders of the Notes at their last known addresses. Such resignation shall take effect on the date specified in such notice (being not less than thirty days after the mailing of such notice) unless previously a successor secured party shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

6.7. Removal of Secured Party. The Secured Party may be removed and/or a successor secured party may be appointed at any time by an instrument or concurrent instruments in writing signed

and acknowledged by the holders of a majority in principal amount of the Notes and delivered to the Secured Party and to the Debtor and, in the case of the appointment of a successor secured party, to such successor secured party.

6.8. Successor Secured Party. Each secured party appointed in succession of the Secured Party named in this Security Agreement, or its successor in the trust, shall be a trust company or banking corporation having an office in any of the States of Illinois, New York or Connecticut, in good standing and having a capital and surplus aggregating at least \$50,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable or customary terms.

6.9. Appointment of Successor Secured Party. If the Secured Party shall have given notice of resignation to the Debtor pursuant to Section 6.6 hereof, if notice of removal shall have been given to the Secured Party and the Debtor pursuant to Section 6.7 hereof, which notice does not appoint a successor secured party, a successor secured party may be appointed by the Debtor, or, if such successor secured party shall not have been so appointed or shall not have accepted such appointment within fifteen calendar days after the giving of such notice of resignation or the giving of any such notice of removal, as the case may be, a successor secured party may be appointed by the Debtor, the holder of any outstanding Note or, upon application of the retiring secured party, by any court of competent jurisdiction.

6.10. Merger or Consolidation of Secured Party. Any company into which the Secured Party, or any successor to it in the trust created by this Security Agreement, may be merged or converted or with which it or any successor to it may be consolidated or any company resulting from any merger or consolidation to which the Secured Party or any successor to it shall be a party (provided such company shall be a corporation organized under the laws of the United States of America or of a state thereof, having a capital and surplus of at least \$50,000,000), shall be the successor to the Secured Party under this Security Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Debtor covenants that in case of any such merger, consolidation or conversion it will, upon the request of the merged, consolidated or converted corporation, execute, acknowledge and cause to be recorded or filed suitable instruments in writing to confirm the estates, rights and interests of such corporation as secured party under this Security Agreement.

6.11. Conveyance Upon Request of Successor Secured Party. Should any deed, conveyance or instrument in writing from the Debtor be required by any successor secured party for more fully and certainly vesting in and confirming to such new secured party such estates, rights, powers and duties, then upon request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered, and shall

be caused to be recorded and/or filed, by the Debtor.

6.12. Acceptance of Appointment by Successor Secured Party. Any new secured party appointed pursuant to any of the provisions hereof shall execute, acknowledge and deliver to the Debtor an instrument accepting such appointment, and thereupon such new secured party, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with like effect as if originally named as Secured Party herein; but nevertheless, upon the written request of the Debtor or of the successor secured party, the secured party ceasing to act shall execute and deliver an instrument transferring to such successor secured party, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the secured party so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such secured party to the successor secured party so appointed in its or his place.

SECTION 7. LIMITATIONS OF LIABILITY.

Except as otherwise provided in Section 2.2 hereof, anything in this Security Agreement to the contrary notwithstanding, neither the Secured Party nor the holder or any Note nor the successors or assigns of any of said persons, shall have any claim, remedy or right to proceed against the Debtor in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, in this Security Agreement, from any source other than the Collateral, including the sums due and to become due under the Lease; and the Secured Party by the execution of this Security Agreement and the holders of the Notes by acceptance thereof, waive and release any personal liability of the Debtor in its individual corporate capacity and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor for and on account of such indebtedness or such liability, and the Secured Party and the holders of the Notes agree to look solely to the Collateral, including the sums due and to become due under the Lease for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the holders of the Notes to accelerate the maturity of the Notes upon a default under this Security Agreement; to bring suit and obtain a judgment against the Debtor on the Notes or to exercise all rights and remedies provided under this Security Agreement or otherwise realize upon the Collateral.

SECTION 8. MISCELLANEOUS.

8.1. Execution of Notes. The Notes shall be Order Notes, transferrable by endorsement and delivery, and shall be signed on behalf of the Debtor by its President or any Vice President or any other officer of the Debtor who, at the date of the actual execution thereof, shall be a proper officer to execute the same.

8.2. Payment of the Notes. (a) The principal of, and premium, if any, and interest on the Notes shall be payable by wire transfer of immediately available funds, in the case of any original Note Purchaser or any affiliate of such Note Purchaser, as provided in Section 6.5 or as such Note Purchaser shall otherwise designate, and in the case of all other holders of the Notes, to such bank or trust company in the continental United States for the account of such holder as the holder shall designate to the Debtor from time to time in writing. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid.

(b) All amounts constituting payment of the installments of rental under the Lease or Casualty Value received by the Secured Party and applied on the Notes pursuant to Section 4 hereof shall be valid and effective to satisfy and discharge the liability upon such Notes to the extent of the amounts so received and applied.

(c) The Debtor and the Secured Party may deem and treat the payee of any Note as the absolute owner thereof for the purpose of making payment of all amounts payable with respect thereto and for all other purposes, until (i) the Debtor and the Secured Party shall have received written notice from the payee of the transfer of such Note and of the name and address of the transferee or (ii) such Note shall have been presented to the Debtor and the Secured Party as evidence of the transfer thereof.

8.3. Exchange of Notes. At any time, and from time to time, upon not less than 10 days' written notice to that effect given by the holder of any Note initially delivered or of any Note substituted therefor pursuant to this Section 8.3 or Section 8.4 hereof, the Debtor will upon surrender of such Note at its office, deliver in exchange therefor, without expense to the holder except as set forth in Section 8.5 hereof, one or more Notes for the same aggregate principal amount as the original principal amount of the Note so surrendered, in denominations of not less than \$50,000 in aggregate principal amount, or in such amount in excess thereof as the holder of any Note may request, dated as of the date of original issue, payable to such person, or order, as may be designated by such holder, and otherwise of the same form and tenor as the Note so surrendered for exchange. Upon receipt of any Note pursuant to this Section 8.3, the holder of such Note will represent in writing to the Debtor that such

holder is taking such Note for investment and with no present intention of distributing or reselling such Note or any part thereof, but without prejudice, however, to the right of such holder at all times to sell or otherwise dispose of all or any part of such Note.

All Notes presented or surrendered for exchange shall be accompanied (if so required by the Debtor) by a written instrument or instruments of assignment or transfer, in form satisfactory to the debtor, duly executed by the holder or by its attorney duly authorized in writing. The Debtor shall not be required to make an exchange of any Note for a period of two days preceding any installment payment date with respect thereto.

8.4. Lost or Mutilated Notes. In case any Note shall become mutilated or be destroyed, lost or stolen, the Debtor, upon the written request of the holder thereof, shall execute and deliver a new Note in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Debtor such security or indemnity as may be required by the Debtor to save it harmless from all risks, and the applicant shall also furnish to the Debtor evidence to its satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or will mature within 30 days shall become mutilated or be destroyed, lost or stolen, the Debtor may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Debtor such security or indemnity as the Debtor may require to save it harmless, and shall furnish evidence to the satisfaction of the Debtor of the mutilation, destruction, loss or theft of such Note and the ownership thereof. If any Note Purchaser or any affiliate of a Note Purchaser or its nominee, is the owner of such lost, stolen or destroyed Note, then the affidavit of the president, vice president, treasurer or assistant treasurer of such Note Purchaser or such affiliate of a Note Purchaser setting forth the fact of loss, theft or destruction and of its ownership of the Note at the time of such loss, theft or destruction shall be accepted as satisfactory evidence thereof and no indemnity shall be required as a condition to execution and delivery of a new Note other than the written agreement of such Note Purchaser or such affiliate of a Note Purchaser to indemnify the Debtor for any claims or action against it (and for its attorney's fees) resulting from the issuance of such new Note or the reappearance of the old Note. The Debtor shall advise the Secured Party when any new Note is issued pursuant to this Section 8.4 as to the details relating to such issuance.

8.5. The New Notes.

(a) Each new Note (herein, in this Section 8.5, called a "New Note") issued pursuant to Section 8.3 or 8.4, in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section 8.5, called an "Old Note") shall be dated the date of such Old Note. The Debtor shall mark on each New Note (i) the dates to which principal and interest have been paid on such Old Note, (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note, and (iii) the amount of each installment payment payable on such New Note. Each installment payment payable on such New Note on any date shall bear the same proportion to the installment payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original aggregate principal amount of such Old Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Note pursuant to Section 8.3 or 8.4, the Debtor may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Debtor.

(c) All New Notes issued pursuant to Section 8.3 or 8.4 in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Debtor evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Security Agreement to the same extent as the Old Notes.

(d) Upon the issuance of any Note pursuant to this Security Agreement, the Secured Party may submit to the Debtor a request that the Debtor prepare and deliver to the Secured Party an amortization schedule with respect to such Note setting forth the amount of the installment payments to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such installment payment. The Secured Party shall deliver, or send by first-class mail, postage prepaid, one copy of the applicable schedule to the holder of such Note.

8.6. Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Debtor for cancellation or, if surrendered to the Debtor, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Security Agreement.

8.7. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

8.8. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision herein contained unenforceable or invalid, provided that nothing contained in this Section 8.8 shall be construed to be in derogation of any rights or immunities of the Debtor in its individual capacity under Section 7 hereof, or to amend or modify any limitations or restrictions of the Secured Party or the holder of any Note or their respective successors or assigns under said Section 7.

8.9. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Debtor: Valley Bank Leasing, Inc.
234 North Central Avenue
Suite 522
Phoenix, Arizona 85001

Attention: Vice President and
General Manager

If to the Secured
Party: The Connecticut Bank and Trust
Company
One Constitution Plaza
Hartford, Connecticut 06115

Attention: Corporate Trust Department

If to any
holder of Notes: At its address for notices set
forth in the Register

or to any such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

8.10. Supplemental Security Agreements; Waivers.
(a) Supplemental Security Agreements Without Noteholders' Consent.
The Debtor and the Secured Party from time to time and at any

time, subject to the restrictions in this Security Agreement contained, may enter into an agreement or agreements supplemental hereto and which thereafter shall form a part hereof for any one or more of the following purposes:

(i) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Debtor;

(ii) to subject to the security interest of this Security Agreement additional property hereafter acquired by the Debtor and intended to be subjected to the security interest of this Security Agreement, and to correct and amplify the description of any property subject to the security interest of this Security Agreement; or

(iii) to permit the qualification of this Security Agreement under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939 or any corresponding provision in any similar Federal statute hereafter in effect;

and the Debtor covenants to perform all requirements of any such supplemental agreement. No restriction or obligation imposed upon the Debtor may, except as otherwise provided in this Security Agreement, be waived or modified by such supplemental agreements, or otherwise.

(b) Waivers and Consents by Noteholders; Supplemental Security Agreements with Noteholders' Consent. Upon the waiver or consent of the holders of at least 66-2/3% in aggregate outstanding principal amount of the Notes (x) the Debtor may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Security Agreement or any agreement supplemental hereto, or (y) the Debtor and the Secured Party may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Security Agreement or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Debtor; provided, that no such waiver or supplemental agreement shall (i) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest on its Note, as therein and herein provided, without the consent of such holder, (ii) permit the creation of any lien or security interest with respect to any of the Collateral, without the consent of the holders of all the Notes at the time outstanding, (iii) effect the deprivation of the holder of any Note of the benefit of the

security interest of this Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplemental agreement pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Secured Party, without the consent of the holders of all of the Notes at the time outstanding.

(c) Notice of Supplemental Security Agreements.

Promptly after the execution by the Debtor and the Secured Party of any supplemental agreement pursuant to the provisions of paragraph (a) or (b) of this Section, the Secured Party shall give written notice, setting forth in general terms the substance of such supplemental agreement, together with a conformed copy thereof, mailed, first-class, postage prepaid, to each holder of the Notes. Any failure of the Secured Party to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

(d) Opinion of Counsel Conclusive as to Supplemental Security Agreements. The Secured Party is hereby authorized to join with the Debtor in the execution of any such supplemental agreement authorized or permitted by the terms of this Security Agreement and to make the further agreements and stipulations which may be therein contained, and the Secured Party may receive an opinion of counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 8.11 complies with the requirements of this Section 8.10.

8.11. Amendments. Subject to Section 8.10, this Security Agreement may, from time to time and at any time, be amended or supplemented by an instrument or instruments in writing executed by the parties hereto.

8.12. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

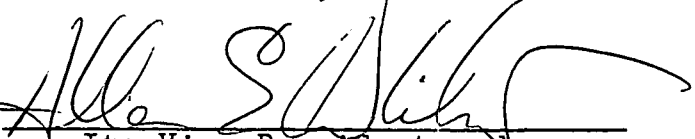
8.13. Governing Law. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of the State of Connecticut; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

8.14. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

8.15. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be executed, as of the day and year first above written.

VALLEY BANK LEASING, INC.

By 
Its Vice President and
General Manager

[CORPORATE SEAL]

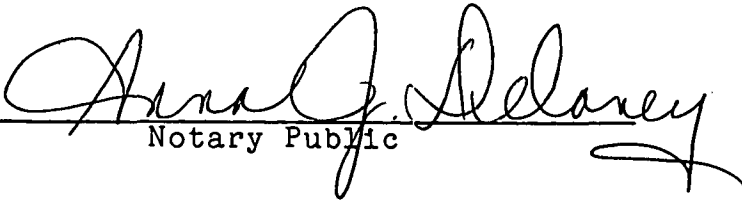
THE CONNECTICUT BANK AND TRUST COMPANY

By _____
Its Authorized Officer

[CORPORATE SEAL]

STATE OF ~~ARIZONA~~ ^{ILLINOIS})
COUNTY OF ~~MARICOPA~~ ^{COOK}) SS

On this 9th day of October, 1981, before me personally appeared ALLEN E. WILSON, to me personally known, who being by me duly sworn, says that he is a Vice President and General Manager of VALLEY BANK LEASING, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(SEAL)

My commission expires: July 10, 1983,

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS

On this ____ day of _____, 1981, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

AMORTIZATION SCHEDULE

(Payments Required Per \$1,000,000 Principal Amount
of 15.50% Series A Secured Notes Issued by Debtor)

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
1	1000000.00	12916.67	2452.50	15369.17	997547.50
2	997547.50	12884.99	2484.18	15369.17	995063.32
3	995063.32	12852.90	2516.27	15369.17	992547.05
4	992547.05	12820.40	2548.77	15369.17	989998.28
5	989998.28	12787.48	2581.69	15369.17	987416.59
6	987416.59	12754.13	2615.04	15369.17	984801.55
7	984801.55	12720.35	2648.82	15369.17	982152.73
8	982152.73	12686.14	2683.03	15369.17	979469.70
9	979469.70	12651.48	2717.69	15369.17	976752.01
10	976752.01	12616.38	2752.79	15369.17	973999.22
11	973999.22	12580.82	2788.35	15369.17	971210.87
12	971210.87	12544.81	2824.36	15369.17	968386.51
13	968386.51	12508.33	2860.84	15369.17	965525.67
14	965525.67	12471.37	2897.80	15369.17	962627.87
15	962627.87	12433.94	2935.23	15369.17	959692.64
16	959692.64	12396.03	2973.14	15369.17	956719.50
17	956719.50	12357.63	3011.54	15369.17	953707.96
18	953707.96	12318.73	3050.44	15369.17	950657.52
19	950657.52	12279.33	3089.84	15369.17	947567.68
20	947567.68	12239.42	3129.75	15369.17	944437.93
21	944437.93	12198.99	3170.18	15369.17	941267.75
22	941267.75	12158.04	3211.13	15369.17	938056.62
23	938056.62	12116.56	3252.61	15369.17	934804.01
24	934804.01	12074.55	3294.62	15369.17	931509.39
25	931509.39	12032.00	3337.17	15369.17	928172.22
26	928172.22	11988.89	3380.28	15369.17	924791.94
27	924791.94	11945.23	3423.94	15369.17	921368.00
28	921368.00	11901.00	3468.17	15369.17	917899.83
29	917899.83	11856.21	3512.96	15369.17	914386.87
30	914386.87	11810.83	3558.34	15369.17	910828.53
31	910828.53	11764.87	3604.30	15369.17	907224.23
32	907224.23	11718.31	3650.86	15369.17	903573.37
33	903573.37	11671.16	3698.01	15369.17	899875.36
34	899875.36	11623.39	3745.78	15369.17	896129.58
35	896129.58	11575.01	3794.16	15369.17	892335.42
36	892335.42	11526.00	3843.17	15369.17	888492.25
37	888492.25	11476.36	3892.81	15369.17	884599.44
38	884599.44	11426.08	3943.09	15369.17	880656.35
39	880656.35	11375.14	3994.03	15369.17	876662.32
40	876662.32	11323.55	4045.62	15369.17	872616.70
41	872616.70	11271.30	4097.87	15369.17	868518.83
42	868518.83	11218.37	4150.80	15369.17	864368.03
43	864368.03	11164.75	4204.42	15369.17	860163.61
44	860163.61	11110.45	4258.72	15369.17	855904.89
45	855904.89	11055.44	4313.73	15369.17	851591.16
46	851591.16	10999.72	4369.45	15369.17	847221.71
47	847221.71	10943.28	4425.89	15369.17	842795.82
48	842795.82	10886.11	4483.06	15369.17	838312.76
49	838312.76	10828.21	4540.96	15369.17	833771.80
50	833771.80	10769.55	4599.62	15369.17	829172.18
51	829172.18	10710.14	4659.03	15369.17	824513.15
52	824513.15	10649.96	4719.21	15369.17	819793.94
53	819793.94	10589.01	4780.16	15369.17	815013.78
54	815013.78	10527.26	4841.91	15369.17	810171.87
55	810171.87	10464.72	4904.45	15369.17	805267.42

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
56	805267.42	10401.37	4967.80	15369.17	800299.62
57	800299.62	10337.20	5031.97	15369.17	795267.65
58	795267.65	10272.21	5096.96	15369.17	790170.69
59	790170.69	10206.37	5162.80	15369.17	785007.89
60	785007.89	10139.69	5229.48	15369.17	779778.41
61	779778.41	10072.14	5297.03	15369.17	774481.38
62	774481.38	10003.72	5365.45	15369.17	769115.93
63	769115.93	9934.41	5434.76	15369.17	763681.17
64	763681.17	9864.22	5504.95	15369.17	758176.22
65	758176.22	9793.11	5576.06	15369.17	752600.16
66	752600.16	9721.09	5648.08	15369.17	746952.08
67	746952.08	9648.13	5721.04	15369.17	741231.04
68	741231.04	9574.23	5794.94	15369.17	735436.10
69	735436.10	9499.38	5869.79	15369.17	729566.31
70	729566.31	9423.56	5945.61	15369.17	723620.70
71	723620.70	9346.77	6022.40	15369.17	717598.30
72	717598.30	9268.98	6100.19	15369.17	711498.11
73	711498.11	9190.18	6178.99	15369.17	705319.12
74	705319.12	9110.37	6258.80	15369.17	699060.32
75	699060.32	9029.53	6339.64	15369.17	692720.68
76	692720.68	8947.64	6421.53	15369.17	686299.15
77	686299.15	8864.70	6504.47	15369.17	679794.68
78	679794.68	8780.68	6588.49	15369.17	673206.19
79	673206.19	8695.58	6673.59	15369.17	666532.60
80	666532.60	8609.38	6759.79	15369.17	659772.81
81	659772.81	8522.07	6847.10	15369.17	652925.71
82	652925.71	8433.62	6935.55	15369.17	645990.16
83	645990.16	8344.04	7025.13	15369.17	638965.03
84	638965.03	8253.30	7115.87	15369.17	631849.16
85	631849.16	8161.38	7207.79	15369.17	624641.37
86	624641.37	8068.28	7300.89	15369.17	617340.48
87	617340.48	7973.98	7395.19	15369.17	609945.29
88	609945.29	7878.46	7490.71	15369.17	602454.58
89	602454.58	7781.70	7587.47	15369.17	594867.11
90	594867.11	7683.70	7685.47	15369.17	587181.64
91	587181.64	7584.43	7784.74	15369.17	579396.90
92	579396.90	7483.88	7885.29	15369.17	571511.61
93	571511.61	7382.02	7987.15	15369.17	563524.46
94	563524.46	7278.86	8090.31	15369.17	555434.15
95	555434.15	7174.36	8194.81	15369.17	547239.34
96	547239.34	7068.51	8300.66	15369.17	538938.68
97	538938.68	6961.29	8407.88	15369.17	530530.80
98	530530.80	6852.69	8516.48	15369.17	522014.32
99	522014.32	6742.68	8626.49	15369.17	513387.83
100	513387.83	6631.26	8737.91	15369.17	504649.92
101	504649.92	6518.39	8850.78	15369.17	495799.14
102	495799.14	6404.07	8965.10	15369.17	486834.04
103	486834.04	6288.27	9080.90	15369.17	477753.14
104	477753.14	6170.98	9198.19	15369.17	468554.95
105	468554.95	6052.17	9317.00	15369.17	459237.95
106	459237.95	5931.82	9437.35	15369.17	449800.60
107	449800.60	5809.92	9559.25	15369.17	440241.35
108	440241.35	5686.45	9682.72	15369.17	430558.63
109	430558.63	5561.38	9807.79	15369.17	420750.84
110	420750.84	5434.70	9934.47	15369.17	410816.37

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
111	410816.37	5306.38	10062.79	15369.17	400753.58
112	400753.58	5176.40	10192.77	15369.17	390560.81
113	390560.81	5044.74	10324.43	15369.17	380236.38
114	380236.38	4911.39	10457.78	15369.17	369778.60
115	369778.60	4776.31	10592.86	15369.17	359185.74
116	359185.74	4639.48	10729.69	15369.17	348456.05
117	348456.05	4500.89	10868.28	15369.17	337587.77
118	337587.77	4360.51	11008.66	15369.17	326579.11
119	326579.11	4218.31	11150.86	15369.17	315428.25
120	315428.25	4074.28	11294.89	15369.17	304133.36
121	304133.36	3928.39	11440.78	15369.17	292692.58
122	292692.58	3780.61	11588.56	15369.17	281104.02
123	281104.02	3630.93	11738.24	15369.17	269365.78
124	269365.78	3479.31	11889.86	15369.17	257475.92
125	257475.92	3325.73	12043.44	15369.17	245432.48
126	245432.48	3170.17	12199.00	15369.17	233233.48
127	233233.48	3012.60	12356.57	15369.17	220876.91
128	220876.91	2852.99	12516.18	15369.17	208360.73
129	208360.73	2691.33	12677.84	15369.17	195682.89
130	195682.89	2527.57	12841.60	15369.17	182841.29
131	182841.29	2361.70	13007.47	15369.17	169833.82
132	169833.82	2193.69	13175.48	15369.17	156658.34
133	156658.34	2023.50	13345.67	15369.17	143312.67
134	143312.67	1851.12	13518.05	15369.17	129794.62
135	129794.62	1676.51	13692.66	15369.17	116101.96
136	116101.96	1499.65	13869.52	15369.17	102232.44
137	102232.44	1320.50	14048.67	15369.17	88183.77
138	88183.77	1139.04	14230.13	15369.17	73953.64
139	73953.64	955.23	14413.94	15369.17	59539.70
140	59539.70	769.05	14600.12	15369.17	44939.58
141	44939.58	580.47	14788.70	15369.17	30150.88
142	30150.88	389.45	14979.72	15369.17	15171.16
143	15171.16	195.96	15171.16	15367.12	- .00

AMORTIZATION SCHEDULE

(Payments Required Per \$1,000,000 Principal Amount
of 16% Series B Secured Notes Issued by Debtor)

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
1	1000000.00	13333.33	1155.28	14488.61	998944.72
2	998944.72	13317.93	1170.68	14488.61	997574.04
3	997674.04	13302.32	1186.29	14488.61	996487.75
4	996487.75	13286.50	1202.11	14488.61	995285.64
5	995285.64	13270.48	1218.13	14488.61	994067.51
6	994067.51	13254.23	1234.38	14488.61	992833.13
7	992833.13	13237.78	1250.83	14488.61	991582.30
8	991582.30	13221.10	1267.51	14488.61	990314.79
9	990314.79	13204.20	1284.41	14488.61	989030.38
10	989030.38	13187.07	1301.54	14488.61	987728.84
11	987728.84	13169.72	1318.89	14488.61	986409.95
12	986409.95	13152.13	1336.48	14488.61	985073.47
13	985073.47	13134.31	1354.30	14488.61	983719.17
14	983719.17	13116.26	1372.35	14488.61	982346.82
15	982346.82	13097.96	1390.65	14488.61	980956.17
16	980956.17	13079.42	1409.19	14488.61	979546.98
17	979546.98	13060.63	1427.98	14488.61	978119.00
18	978119.00	13041.59	1447.02	14488.61	976671.98
19	976671.98	13022.29	1466.32	14488.61	975205.66
20	975205.66	13002.74	1485.87	14488.61	973719.79
21	973719.79	12982.93	1505.68	14488.61	972214.11
22	972214.11	12962.85	1525.76	14488.61	970688.35
23	970688.35	12942.51	1546.10	14488.61	969142.25
24	969142.25	12921.90	1566.71	14488.61	967575.54
25	967575.54	12901.01	1587.60	14488.61	965987.94
26	965987.94	12879.84	1608.77	14488.61	964379.17
27	964379.17	12858.39	1630.22	14488.61	962748.95
28	962748.95	12836.65	1651.96	14488.61	961096.99
29	961096.99	12814.63	1673.98	14488.61	959423.01
30	959423.01	12792.31	1696.30	14488.61	957726.71
31	957726.71	12769.69	1718.92	14488.61	956007.79
32	956007.79	12746.77	1741.84	14488.61	954265.95
33	954265.95	12723.55	1765.06	14488.61	952500.89
34	952500.89	12700.01	1788.60	14488.61	950712.29
35	950712.29	12676.16	1812.45	14488.61	948999.84
36	948999.84	12652.00	1836.61	14488.61	947063.23
37	947063.23	12627.51	1861.10	14488.61	945202.13
38	945202.13	12602.70	1885.91	14488.61	943316.22
39	943316.22	12577.55	1911.06	14488.61	941405.16
40	941405.16	12552.07	1936.54	14488.61	939468.62
41	939468.62	12526.25	1962.36	14488.61	937506.26
42	937506.26	12500.08	1988.53	14488.61	935517.73
43	935517.73	12473.57	2015.04	14488.61	933502.69
44	933502.69	12446.70	2041.91	14488.61	931460.78
45	931460.78	12419.48	2069.13	14488.61	929391.65
46	929391.65	12391.89	2096.72	14488.61	927294.93
47	927294.93	12363.93	2124.68	14488.61	925170.25
48	925170.25	12335.60	2153.01	14488.61	923017.24
49	923017.24	12306.90	2181.71	14488.61	920835.53
50	920835.53	12277.81	2210.80	14488.61	918624.73
51	918624.73	12248.33	2240.28	14488.61	916384.45
52	916384.45	12218.46	2270.15	14488.61	914114.30
53	914114.30	12188.19	2300.42	14488.61	911813.88
54	911813.88	12157.52	2331.09	14488.61	909482.79
55	909482.79	12126.44	2362.17	14488.61	907120.62

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
56	907120.62	12094.94	2393.67	14488.61	904726.95
57	904726.95	12063.03	2425.58	14488.61	902301.37
58	902301.37	12030.68	2457.93	14488.61	899843.44
59	899843.44	11997.91	2490.70	14488.61	897352.74
60	897352.74	11964.70	2523.91	14488.61	894828.83
61	894828.83	11931.05	2557.56	14488.61	892271.27
62	892271.27	11896.95	2591.66	14488.61	889679.61
63	889679.61	11862.39	2626.22	14488.61	887053.39
64	887053.39	11827.38	2661.23	14488.61	884392.16
65	884392.16	11791.90	2696.71	14488.61	881695.45
66	881695.45	11755.94	2732.67	14488.61	878952.78
67	878952.78	11719.50	2769.11	14488.61	876193.67
68	876193.67	11682.58	2806.03	14488.61	873337.64
69	873337.64	11645.17	2843.44	14488.61	870544.20
70	870544.20	11607.26	2881.35	14488.61	867662.85
71	867662.85	11568.84	2919.77	14488.61	864743.08
72	864743.08	11529.91	2958.70	14488.61	861784.38
73	861784.38	11490.46	2998.15	14488.61	858786.23
74	858786.23	11450.48	3038.13	14488.61	855748.10
75	855748.10	11409.97	3078.64	14488.61	852669.46
76	852669.46	11368.93	3119.68	14488.61	849549.78
77	849549.78	11327.33	3161.28	14488.61	846388.50
78	846388.50	11285.18	3203.43	14488.61	843185.07
79	843185.07	11242.47	3246.14	14488.61	839938.93
80	839938.93	11199.19	3289.42	14488.61	836649.51
81	836649.51	11155.33	3333.28	14488.61	833316.23
82	833316.23	11110.88	3377.73	14488.61	829938.50
83	829938.50	11065.85	3422.76	14488.61	826515.74
84	826515.74	11020.21	3468.40	14488.61	823047.34
85	823047.34	10973.96	3514.65	14488.61	819532.69
86	819532.69	10927.10	3561.51	14488.61	815971.18
87	815971.18	10879.62	3608.99	14488.61	812362.19
88	812362.19	10831.50	3657.11	14488.61	808705.08
89	808705.08	10782.73	3705.88	14488.61	804999.20
90	804999.20	10733.32	3755.29	14488.61	801243.91
91	801243.91	10683.25	3805.36	14488.61	797438.55
92	797438.55	10632.51	3856.10	14488.61	793582.45
93	793582.45	10581.10	3907.51	14488.61	789674.94
94	789674.94	10529.00	3959.61	14488.61	785715.33
95	785715.33	10476.20	4012.41	14488.61	781702.92
96	781702.92	10422.71	4065.90	14488.61	777637.02
97	777637.02	10368.49	4120.12	14488.61	773516.90
98	773516.90	10313.56	4175.05	14488.61	769341.85
99	769341.85	10257.89	4230.72	14488.61	765111.13
100	765111.13	10201.48	4287.13	14488.61	760824.00
101	760824.00	10144.32	4344.29	14488.61	756479.71
102	756479.71	10086.40	4402.21	14488.61	752077.50
103	752077.50	10027.70	4460.91	14488.61	747616.59
104	747616.59	9968.22	4520.39	14488.61	743096.20
105	743096.20	9907.95	4580.66	14488.61	738515.54
106	738515.54	9846.87	4641.74	14488.61	733873.80
107	733873.80	9784.98	4703.63	14488.61	729170.17
108	729170.17	9722.27	4766.34	14488.61	724403.83
109	724403.83	9658.72	4829.89	14488.61	719573.94
110	719573.94	9594.32	4894.29	14488.61	714679.65

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
111	714679.65	9529.06	4959.55	14489.61	709720.10
112	709720.10	9462.93	5025.68	14489.61	704694.42
113	704694.42	9395.93	5092.68	14489.61	699601.74
114	699601.74	9328.02	5160.59	14489.61	694441.15
115	694441.15	9259.22	5229.39	14489.61	689211.76
116	689211.76	9189.49	5299.12	14489.61	683912.64
117	683912.64	9118.84	5369.77	14489.61	678542.87
118	678542.87	9047.24	5441.37	14489.61	673101.50
119	673101.50	8974.69	5513.92	14489.61	667587.58
120	667587.58	8901.17	5587.44	14489.61	662000.14
121	662000.14	8826.67	5661.94	14489.61	656338.20
122	656338.20	8751.18	5737.43	14489.61	650600.77
123	650600.77	8674.68	5813.93	14489.61	644796.84
124	644796.84	8597.16	5891.45	14489.61	638995.39
125	638995.39	8518.61	5970.00	14489.61	632925.39
126	632925.39	8439.01	6049.60	14489.61	626875.79
127	626875.79	8358.34	6130.27	14489.61	620745.52
128	620745.52	8276.61	6212.00	14489.61	614533.52
129	614533.52	8193.78	6294.83	14489.61	608238.69
130	608238.69	8109.85	6378.76	14489.61	601859.93
131	601859.93	8024.80	6463.81	14489.61	595396.12
132	595396.12	7938.61	6550.00	14489.61	588946.12
133	588946.12	7851.28	6637.33	14489.61	582208.79
134	582208.79	7762.78	6725.83	14489.61	575482.96
135	575482.96	7673.11	6815.50	14489.61	568667.46
136	568667.46	7582.23	6906.38	14489.61	561761.08
137	561761.08	7490.15	6998.46	14489.61	554762.62
138	554762.62	7396.83	7091.78	14489.61	547670.84
139	547670.84	7302.28	7186.33	14489.61	540484.51
140	540484.51	7206.46	7282.15	14489.61	533202.36
141	533202.36	7109.36	7379.25	14489.61	525923.11
142	525923.11	7010.97	7477.64	14489.61	518345.47
143	518345.47	6911.27	7577.34	14489.61	510768.13
144	510768.13	6810.24	18198.87	25009.11	492569.26
145	492569.26	6567.59	18441.52	25009.11	474127.74
146	474127.74	6321.70	18687.41	25009.11	455440.33
147	455440.33	6072.54	18936.57	25009.11	436503.76
148	436503.76	5820.05	19189.06	25009.11	417314.70
149	417314.70	5564.20	19444.91	25009.11	397869.79
150	397869.79	5304.93	19704.18	25009.11	378165.61
151	378165.61	5042.21	19966.90	25009.11	358198.71
152	358198.71	4775.98	20233.13	25009.11	337965.58
153	337965.58	4506.21	20502.90	25009.11	317462.68
154	317462.68	4232.84	20776.27	25009.11	296686.41
155	296686.41	3955.82	21053.29	25009.11	275633.12
156	275633.12	3675.11	21334.00	25009.11	254299.12
157	254299.12	3390.65	21618.46	25009.11	232680.66
158	232680.66	3102.41	21906.70	25009.11	210773.96
159	210773.96	2810.32	22198.79	25009.11	188575.17
160	188575.17	2514.34	22494.77	25009.11	166080.40
161	166080.40	2214.41	22794.70	25009.11	143285.70
162	143285.70	1910.48	23098.63	25009.11	120187.07
163	120187.07	1602.49	23406.62	25009.11	96780.45
164	96780.45	1290.41	23718.70	25009.11	73061.75
165	73061.75	974.16	24034.95	25009.11	49026.80

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
166	49026.80	653.69	24355.42	25009.11	24571.38
167	24671.38	328.95	24671.38	25000.33	- .00
		<u>1672081.09</u>	<u>1000000.00</u>	<u>2672081.09</u>	

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
225	225 Covered Hopper Cars	NAHX 900000 through NAHX 900224, both inclusive

VALLEY BANK LEASING, INC.

15.50 % SERIES A SECURED NOTE

No.

\$

, 19

FOR VALUE RECEIVED, the undersigned, VALLEY BANK LEASING, INC. (the "Company") promises to pay to

or order,
the principal sum of

DOLLARS (\$))

together with interest from the date hereof until maturity at the rate of 15.50% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) One (1) installment of all accrued and unpaid interest only payable on November 1, 1981; followed by

(ii) One hundred and forty-two (142) installments of both principal and interest each in the amount of \$_____ payable on December 1, 1981 and the first day of each month thereafter to and including September 1, 1993; followed by

(iii) A final installment on October 1, 1993 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 16.50% per annum after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

EXHIBIT A
(to Security Agreement)

This Note is one of the 15.50% Series A Secured Notes of the Company not exceeding \$5,170,749.60 in aggregate principal amount (the Series A Notes") issued under and pursuant to the Participation Agreement dated as of September 1, 1981 among the Company, North American Car Corporation (the "Lessee"), The Connecticut Bank and Trust Company (the "Secured Party") and certain institutional investors named in Schedule 2 thereto and also issued under and equally and ratably with the other Series A Notes and the Series B Notes described in said Participation Agreement (said Series A Notes and Series B Notes herein referred to collectively as the "Notes") secured by that certain Security Agreement-Trust Deed dated as of September 1, 1981 (the "Security Agreement") from the Company to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Company in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Company agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Connecticut.

Anything in this Note to the contrary notwithstanding, neither the Secured Party nor any holder hereof, nor their respective successors or assigns shall have any claim, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the Secured Party and the holder of this Note by its acceptance hereof waive and release any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future

subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability, and the Secured Party and the holder of this Note agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the Secured Party to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity set forth in the Participation Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

VALLEY BANK LEASING, INC.

By _____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

VALLEY BANK LEASING, INC.

16% SERIES B SECURED NOTE

No.

\$

, 19

FOR VALUE RECEIVED, the undersigned, VALLEY BANK LEASING, INC. (the "Company") promises to pay to

or order,
the principal sum of

DOLLARS (\$))

together with interest from the date hereof until maturity at the rate of 16% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) One (1) installment of all accrued and unpaid interest only payable on November 1, 1981; followed by

(ii) One hundred and forty-three (143) installments of both principal and interest each in the amount of \$_____ payable on December 1, 1981 and the first day of each month thereafter to and including October 1, 1993; followed by

(iii) Twenty-three (23) installments of both principal and interest each in the amount of \$_____ payable on November 1, 1993 and the first day of each month thereafter to and including September 1, 1995; followed by

(iv) A final installment on October 1, 1995 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 17% per annum

after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 16% Series B Secured Notes of the Company not exceeding \$2,699,016.68 in aggregate principal amount (the "Series B Notes") issued under and pursuant to the Participation Agreement dated as of September 1, 1981 among the Company, North American Car Corporation (the "Lessee"), The Connecticut Bank and Trust Company (the "Secured Party") and certain institutional investors named in Schedule 2 thereto and also issued under and equally and ratably with the other Series B Notes and the Series A Notes described in said Participation Agreement (said Series B Notes and Series A Notes herein referred to collectively as the "Notes") secured by that certain Security Agreement-Trust Deed dated as of September 1, 1981 (the "Security Agreement") from the Company to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Company in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Company agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Connecticut.

Anything in this Note to the contrary notwithstanding, neither the Secured Party nor any holder hereof, nor their respective successors or assigns shall have any claim, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note for the payment of any liability resulting from

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of September 1, 1981 (the "Security Agreement") is from VALLEY BANK LEASING, INC., an Arizona corporation (the "Debtor"), Debtor's post office address being 234 North Central Avenue, Suite 522, Phoenix, Arizona 85004 to THE CONNECTICUT BANK AND TRUST COMPANY (the "Secured Party"), whose post office address is One Constitution Plaza, Hartford, Connecticut 06115.

R E C I T A L S:

A. The Debtor and the Secured Party have entered into a Participation Agreement dated as of September 1, 1981 (the "Participation Agreement") with North American Car Corporation, a Illinois corporation (the "Lessee"), the Secured Party and the institutional investors referred to in Schedule 2 thereto (the "Note Purchasers") providing for the commitment of the Note Purchasers to purchase on certain dates therein provided not later than December 31, 1981, the 15.50% Series A Secured Notes (the "Series A Notes") of the Debtor not exceeding an aggregate principal amount of \$5,170,749.60 and the 16% Series B Secured Notes (the "Series B Notes") of the Debtor not exceeding an aggregate principal amount of \$2,699,016.68. The Series A Notes and the Series B Notes are referred to hereinafter collectively as the "Notes". The Series A Notes are to be dated the date of issue, to bear interest from such date at the rate of 15.50% per annum prior to maturity, to be expressed to mature in one installment of interest only followed by 143 consecutive monthly installments including both principal and interest, payable in accordance with the Amortization Schedule set forth in Schedule 1 hereto with the installment of interest only to be paid on November 1, 1981 and the balance of such installments to be paid on the first day of each month thereafter; and to be otherwise substantially in the form attached hereto as Exhibit A. The Series B Notes are to be dated the date of issue, to bear interest from such date at the rate of 16% per annum prior to maturity, to be expressed to mature in one installment of interest only followed by 167 installments, including both principal and interest, payable in accordance with the Amortization Schedule set forth in Schedule 2 hereto with the installment of interest only to be paid on November 1, 1981 and the balance of such installments to be paid on the first day of each month thereafter; and to be otherwise substantially in the form attached hereto as Exhibit B.

B. The Notes and all principal thereof and interest (and premium, if any) thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security

the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the Secured Party and the holder of this Note by its acceptance hereof waive and release any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability, and the Secured Party and the holder of this Note agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the Secured Party to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity set forth in the Participation Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

VALLEY BANK LEASING, INC.

By _____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

13274

RECORDATION NO. Filed 1425

OCT 13 1981 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

Matter No. 34601-5

SECURITY AGREEMENT-TRUST DEED

Dated as of September 1, 1981

From

VALLEY BANK LEASING, INC.

DEBTOR

To

THE CONNECTICUT BANK AND TRUST COMPANY

SECURED PARTY

(NAC No. 81-1)
(225 Covered Hopper Cars)

TABLE OF CONTENTS

<u>Section</u>	<u>Heading</u>	<u>Page</u>
Parties		1
1. Grant of Security		2
1.1. Equipment Collateral		2
1.2. Rental Collateral		2
1.3. Limitations to Security Interest		3
1.4. Duration of Security Interest		4
1.5. Excepted Rights in Collateral		4
2. Covenants and Warranties of the Trust		4
2.1. Debtor's Duties		4
2.2. Warranty of Title		5
2.3. Further Assurances		5
2.4. After-Acquired Property		5
2.5. Recordation and Filing		6
2.6. Modifications of the Lease		6
2.7. Power of Attorney in Respect of the Lease		6
2.8. Notice of Default		7
2.9. Maintenance of Corporate Existence		7
2.10. Restrictions on Mergers, Consolidations and Sales of Assets		7
3. Possession, Use and Release of Property		7
3.1. Possession of Collateral		7
3.2. Release of Property		8
3.3. Protection of Purchaser		8
4. Application of Assigned Rentals and Certain Other Moneys Received by the Secured Party		8
4.1. Application of Rents and Other Payments		8
4.2. Multiple Notes		10
4.3. Default		10
5. Defaults and Other Provisions		10
5.1. Events of Default		10
5.2. Secured Party's Rights		12
5.3. Certain Rights of the Debtor on the Occurrence of an Event of Default under the Lease		14
5.4. Acceleration Clause		15
5.5. Waiver by Debtor		15
5.6. Effect of Sale		16
5.7. Application of Sale Proceeds		16

<u>Section</u>	<u>Heading</u>	<u>Page</u>
5.8.	Discontinuance of Remedies	16
5.9.	Cumulative Remedies	17
6.	The Secured Party	17
6.1.	Certain Duties and Responsibilities of Secured Party	17
6.2.	Certain Limitations on Secured Party's Rights to Compensation and Indemnification	18
6.3.	Certain Rights of Secured Party	19
6.4.	Showings Deemed Necessary by Secured Party ..	21
6.5.	Status of Moneys Received	21
6.6.	Resignation of Secured Party	21
6.7.	Removal of Secured Party	21
6.8.	Successor Secured Party	22
6.9.	Appointment of Successor Secured Party	22
6.10.	Merger or Consolidation of Secured Party ...	22
6.11.	Conveyance Upon Request of Successor Secured Party	22
6.12.	Acceptance of Appointment by Successor Secured Party	23
7.	Limitations of Liability	23
8.	Miscellaneous	24
8.1.	Execution of Notes	24
8.2.	Payment of the Notes	24
8.3.	Exchange of Notes	24
8.4.	Lost or Mutilated Notes	25
8.5.	The New Notes	26
8.6.	Cancellation of Notes	26
8.7.	Successors and Assigns	27
8.8.	Partial Invalidity	27
8.9.	Communications	27
8.10.	Supplemental Security Agreements; Waivers ...	27
8.11.	Amendments	29
8.12.	Release	29
8.13.	Governing Law	29
8.14.	Counterparts	29
8.15.	Headings	30

Attachments to Security Agreement:

Schedule 1 - Amortization Schedule
Schedule 2 - Amortization Schedule
Schedule 3 - Description of Equipment
Exhibit A - Form of Series A Secured Note
Exhibit B - Form of Series B Secured Note

Agreement or the Participation Agreement are hereinafter sometimes referred to as "indebtedness hereby secured".

C. All of the requirements of law relating to the transactions contemplated hereby have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all of the Debtor's covenants and conditions in the Notes and in this Security Agreement and in the Participation Agreement does hereby convey, warrant, mortgage, assign, pledge and grant the Secured Party, its successors in trust and assigns for the ratable use and benefit of the holders of the Notes or the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof, subject always to those limitations set forth in Section 1.3 hereof; excluding, however, Excepted Rights in Collateral as defined in Section 1.5 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

1.1. Equipment Collateral. Collateral includes the railroad equipment described in Schedule 3 attached hereto and made a part hereof (collectively the "Equipment" and individually an "Item" or "Item of Equipment") constituting the Equipment leased and delivered under that certain Equipment Lease dated as of September 1, 1981 (the "Lease") between the Debtor, as lessor, and the Lessee, as lessee; together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, except such thereof as remain the property of the Lessee under the Lease, together with all the rents, issues, income, profits and avails therefrom.

1.2. Rental Collateral. Collateral also includes all right, title, interest, claims and demands of the Debtor as lessor in, to and under the Lease, including all extensions of the term of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease, including, without limitation:

(a) the immediate and continuing right to receive and collect all rental, casualty value payments, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease pursuant thereto, except those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof, including, without limitation all rights of the Debtor to demand and receive under the conditions therein provided those rentals and other sums payable under the North American Car Corporation Car Leasing Agreement dated September 1, 1981 and any and all riders, supplements and amendments thereto (the "Sublease") (except those sums reserved as excepted rights collateral in Section 1.5 hereof) between the Lessee as lessor, and FMC Corporation, as lessee (the "Sublessee") and under any other Permitted Sublease (as defined in the Lease);

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof except with regard to the right of the Debtor to receive those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof; and

(c) the right to take such action upon the occurrence of an Event of Default under the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, (except as permitted by Section 1.5 hereof) and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease, including, without limitation all rights of the Lessor as assignee under Section 20 of the Lease of the Lessee's rights and interests as sublessor in and to the Sublease and all Permitted Subleases (as defined in the Lease);

it being the intent and purpose hereof that subject always to Excepted Rights in Collateral (as defined in Section 1.5 hereof), the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive all rental and casualty value payments and other sums for application in accordance with the provisions of Section 4 hereof at all times during the period from and after the date of this Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

1.3. Limitations to Security Interest. The security interest granted by this Section 1 is subject to (a) the right, title and interest of the Lessee in and to the Equipment under the Lease so long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute

such an Event of Default shall have occurred and be continuing, (b) the lien of current taxes and assessments not in default (but only if such taxes are entitled to priority as a matter of law), or, if delinquent, the validity of which is being contested in good faith, and (c) liens and charges permitted by Section 9 of the Lease (collectively "Permitted Encumbrances").

1.4. Duration of Security Interest. The Secured Party, its successors in trust and assigns shall have and hold the Collateral forever; provided, always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Participation Agreement and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

1.5. Excepted Rights in Collateral. There are expressly excepted and reserved from the security interest and operation of this Security Agreement the following described properties, rights, interests and privileges (hereinafter sometimes referred to as the "Excepted Rights in Collateral") and nothing herein or in any other agreement contained shall constitute an assignment of said Excepted Rights in Collateral to the Secured Party:

(a) all payments of any indemnity under Sections 6 and 10.2 of the Lease or interest thereon under Section 21.2 of the Lease which by the terms of any of such sections of the Lease are payable to the Debtor for its own account;

(b) any insurance proceeds payable under general public liability policies maintained by the Lessee pursuant to Section 11.1 of the Lease which by the terms of such policies or the terms of the Lease are payable directly to the Debtor for its own account; and

(c) all rights of the Debtor under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Debtor on account of any such indemnities or payments, provided that the rights excepted and reserved by this paragraph (b) shall not be deemed to include the exercise of any remedies provided for in Section 14 of the Lease except those contained in Section 14.2(a) thereof.

SECTION 2. COVENANTS AND WARRANTIES OF THE TRUST.

The Debtor covenants, warrants and agrees as follows:

2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and be governed and restricted

by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Participation Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Participation Agreement were fully set out in an amendment or supplement to this Security Agreement. The Debtor undertakes to perform only such duties as are expressly and specifically set forth herein and in the other Operative Agreements (as defined in the Participation Agreement) and no implied obligations or covenants shall be read into this Security Agreement or any other Operative Agreements against the Debtor.

2.2. Warranty of Title. The Debtor has the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor, excepting only this Security Agreement and Permitted Encumbrances. The Debtor also agrees that it will, at its own cost and expense, without regard to the provisions of Section 7 hereof, promptly take such action as may be necessary to duly discharge any liens and encumbrances on the Collateral arising by, through or under the Debtor other than this Security Agreement and Permitted Encumbrances. Without limiting the foregoing, there is no financing statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed, as debtor or mortgagor now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein.

2.3. Further Assurances. The Debtor will, at no expense to the Secured Party, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the rents and other sums due and to become due under the Lease, the Debtor covenants and agrees that it will, pursuant to Section 16 of the Lease, notify the Lessee of the assignment hereunder and direct the Lessee to make all payments of such rents and other sums due and to become due under the Lease other than Excepted Rights in Collateral directly to the Secured Party or as the Secured Party may direct in writing.

2.4. After-Acquired Property. Any and all property described or referred to in the granting clauses hereof which is hereafter acquired shall ipso facto, and without any further

conveyance, assignment or act on the part of the Debtor or the Secured Party, become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

2.5. Recordation and Filing. The Debtor will cause this Security Agreement and all supplements hereto, the Lease and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the Secured Party in such manner and in such place as may be required by law in order to fully preserve and protect the rights of the Secured Party hereunder, and will, at the Lessee's expense, furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental Security Agreement an opinion of counsel stating that in the opinion of such counsel, this Security Agreement or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

2.6. Modifications of the Lease. The Debtor will not:

(a) other than as permitted in Section 1.5 hereof, declare a default or exercise the remedies of the Lessor under, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof;

(b) except in respect of Excepted Rights in Collateral, sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment; or

(c) except in respect of Excepted Rights in Collateral, receive or collect any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Party hereunder) any rent payment then due or to accrue in the future under the Lease in respect of the Equipment.

2.7. Power of Attorney in Respect of the Lease. The Debtor does hereby irrevocably constitute and appoint the Secured Party its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect,

receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned under Sections 1.1 and 1.2 hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby.

2.8. Notice of Default. The Debtor further covenants and agrees that it will give the Secured Party prompt written notice of any event or condition constituting an Event of Default under the Lease if the Debtor has actual knowledge of such event or condition.

2.9. Maintenance of Corporate Existence. The Debtor will preserve and keep in full force and effect its corporate existence, rights and franchises and all licenses and permits necessary to the performance of its obligations hereunder, except as otherwise provided in Section 2.10 hereof.

2.10. Restrictions on Mergers, Consolidations and Sales of Assets. The Debtor will not sell, lease, transfer or otherwise dispose of all or a substantial portion of its corporate property or assets to any person, firm or corporation or consolidate with or merge into any other corporation or permit another corporation to merge into it unless (a) the successor formed by or resulting from such consolidation or merger or to which such sale, lease or other disposition shall have been made shall be a solvent corporation organized under the laws of the United States of America or a State thereof or the District of Columbia; (b) such successor corporation (if other than the Debtor) shall assume all of the Debtor's obligations under this Security Agreement, the Notes, the Participation Agreement, the Lease and the Purchase Agreement referred to in the Participation Agreement; and (c) immediately after such merger, sale, lease or other disposition, such successor corporation shall not be in default in the performance or observance of any of the covenants, agreements or conditions contained in the Participation Agreement, this Security Agreement, the Lease or said Purchase Agreement.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

3.1. Possession of Collateral. While the Debtor is not in default hereunder, it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always,

that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by the Lessee under and subject to the Lease shall not constitute a violation of this Section 3.1.

3.2. Release of Property. So long as no default referred to in Section 14 of the Lease has occurred and is continuing to the knowledge of the Secured Party, the Secured Party shall execute a release in respect of any Item of Equipment designated by the Lessee for settlement pursuant to Section 11 of the Lease upon receipt from the Lessee of written notice designating the Item of Equipment in respect of which the Lease will terminate and the receipt from the Lessee of all sums payable for such Item of Equipment in compliance with Section 11 of the Lease.

3.3. Protection of Purchaser. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Secured Party to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser, in good faith, of any item or unit of the collateral be under obligation to ascertain or inquire into the conditions upon which any such sale is hereby authorized.

SECTION 4. APPLICATION OF ASSIGNED RENTALS AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

4.1. Application of Rents and Other Payments. As more fully set forth in Section 1.2 hereof the Debtor has hereby granted to the Secured Party a security interest in rents, issues, profits, income and other sums due and to become due under the Lease in respect of the Equipment as security for the Notes. So long as no Event of Default as defined in Section 5 hereof, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default has occurred and is continuing:

(a) The amounts from time to time received by the Secured Party which constitute payment by the Lessee under the Lease of the installments of rental under the Lease shall be applied first, to the payment of the installments of principal and interest (and in each case first to interest and then to principal) on the Notes which have matured or will mature on or before the due date of the installments of rental which are received by the Secured Party, and then the balance, if any, of such amounts shall be paid to or upon the order of the Debtor not later than the first business day following the receipt thereof;

(b) The amounts from time to time received by the Secured Party which constitute settlement by the

Lessee of the "Casualty Value" for any Item of Equipment pursuant to Section 11 of the Lease shall be applied by the Secured Party as follows:

(i) First, to the payment of an amount equal to the accrued and unpaid interest on that portion of the Notes to be prepaid pursuant to the following subparagraph;

(ii) Second, an amount equal to the Loan Value of such Item of Equipment for which settlement is then being made shall be applied to the prepayment of the Notes so that each of the remaining installments of each Note shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of the Notes immediately prior to the prepayment; and

(iii) Third, the balance, if any, of such amounts held by the Secured Party after making the applications provided for by the preceding subparagraphs (i) and (ii) shall be released to or upon the order of the Debtor on the date of payment of the amounts provided in the preceding clauses (i) and (ii).

For purposes of this Section 4.1(b), the "Loan Value" in respect of any Item of Equipment, shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Purchase Price (as defined in the Participation Agreement) of such Item of Equipment for which settlement is then being made and the denominator of which is the aggregate Purchase Price of all Items of Equipment then subject to the Lease (including the Purchase Price of such Item of Equipment for which settlement is then being made), times (B) the unpaid principal amount of the Notes immediately prior to the prepayment provided for in this Section 4.1(b) (after giving effect to all payments of installments of principal made or to be made on the date of prepayment provided for in this Section 4.1(b));

(c) The amounts received by the Secured Party from time to time which constitute proceeds of casualty insurance maintained by the Lessee in respect of the Equipment, shall be held by the Secured Party as a part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(1) So long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default has occurred and is continuing to the knowledge of the Secured Party, the proceeds of such insurance shall, if the Item of Equipment is to be repaired, be released to the Debtor to reimburse

the Lessee for expenditures made for such repair upon receipt by the Secured Party of a certificate of an authorized officer of the Lessee to the effect that any damage to such Item in respect of which such proceeds were paid has been fully repaired; and

(ii) If the insurance proceeds shall not have been released to the Debtor pursuant to the preceding paragraph (i) within 180 days from the receipt thereof by the Secured Party, or if within such period the Lessee shall have notified the Secured Party in writing that the Lease is to be terminated in respect of such item in accordance with the provisions of Section 11.2 of the Lease then so long as no Event of Default hereunder has occurred and is continuing to the knowledge of the Secured Party, the insurance proceeds shall be applied by the Secured Party as follows:

(A) First, to the prepayment of the Notes, all in the manner and to the extent provided for by Section 4.1(b) hereof; and

(B) Second, the balance, if any, of such insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (A) shall be released to or upon the order of the Debtor on the date of such prepayment of the Notes.

4.2. Multiple Notes. If more than one Note is outstanding at the time any such application is made, such application shall be made on all outstanding Notes ratably in accordance with the aggregate principal amount remaining unpaid thereon.

4.3. Default. If an Event of Default referred to in Section 5 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof shall be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise, and any such default shall continue unremedied for five days;

(b) An Event of Default (as defined in the Lease) shall have occurred and be continuing under the Lease;

(c) Default on the part of the Debtor in the due observance or performance of any covenant or agreement to be observed or performed by the Debtor under this Security Agreement or the Participation Agreement, and such default shall continue unremedied for 30 days after a Responsible Officer (as such term is herein-after defined) shall have actual knowledge thereof;

(d) Any representation or warranty on the part of the Debtor made herein or in the Participation Agreement or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease or the Participation Agreement, or the transactions contemplated therein, shall prove to have been false or misleading in any material respect when made;

(e) Any claim, lien or charge (other than Permitted Encumbrances and liens, charges and encumbrances which the Lessee is obligated to discharge under Section 9 of the Lease) shall be asserted against or levied or imposed upon the Equipment which is prior to or on a parity with the security interest granted hereunder, and such claim, lien or charge shall not be discharged or removed within thirty calendar days after written notice from the Secured Party or the holder of any Note to the Debtor and the Lessee demanding the discharge or removal thereof.

(f) The Debtor becomes insolvent or fails generally to pay its debts as such debts become due, or causes or suffers an order for relief to be entered against it under applicable federal or state bankruptcy law, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a custodian, trustee or receiver for the Debtor or for the major part of its property;

(g) A custodian, trustee or receiver is appointed for the Debtor or for the major part of its property and is not discharged within 30 days after such appointment; or

(h) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Debtor and, if instituted against the Debtor, are consented to or are not dismissed within 30 days after such institution.

For the purposes of this Section 15.1 a "Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Debtor in this Security Agreement contained, any corporate officer of the Debtor who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Security Agreement with respect thereto.

If one or more Events of Default shall happen and be continuing, then, and in each and every such case, either the Secured Party, by notice in writing to the Debtor, or the holders of not less than 25% in principal amount of the Notes then outstanding, by notice in writing to the Company and to the Secured Party, may declare the principal amount of all Notes, if not already due and payable, to be immediately due and payable; and upon any such declaration all Notes shall become and be immediately due and payable.

5.2. Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in Section 5.1 has occurred and is continuing, but subject always to Section 7 hereof, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code of Connecticut (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Secured Party may exercise upon the written direction of the holders of not less than 66-2/3% in principle amount of the Notes then outstanding any one or more or all, and in any order, of the remedies herein-after set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

(a) The Secured Party or the holder of any of the Notes may, by notice in writing to the Debtor declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach

of the peace, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor and the Lessee once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to; provided, however, that any such sale shall be held in a commercially reasonable manner. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party or the holder or holders of the Notes, or of any interest therein, may bid and become the purchaser at any such sale;

(d) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to protect and enforce this Security Agreement and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or subject to the provisions of Section 7 hereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper legal or equitable remedy available under applicable law; and

(e) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to exercise all rights, privileges and remedies of the Debtor under the Lease, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

5.3. Certain Rights of the Debtor on the Occurrence of an Event of Default Under the Lease. Except as hereinafter provided, if an Event of Default under the Lease of which the Secured Party has knowledge shall have occurred and be continuing the Secured Party shall give the Debtor not less than 10 days' prior written notice of the date (the "Enforcement Date") on or after which the Secured Party will exercise any remedy or remedies pursuant to Section 5.2 hereof. If an Event of Default under the Lease shall have occurred and be continuing, the Debtor shall have the following rights hereunder:

(a) Right to Cure. In the event of the occurrence of an Event of Default in respect of the payment of Fixed Rental under the Lease on the day it becomes due and payable (unless there shall have occurred and be continuing any Event of Default under the Lease other than a failure to pay Fixed Rental), the Debtor may, prior to the Enforcement Date, pay to the Secured Party an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable on the Notes, and such payment by the Debtor shall be deemed to cure any Event of Default under the Lease which would otherwise have arisen on account of the non-payment by the Lessee of such installment of Fixed Rental under the Lease; provided, however, that the Debtor may not exercise such right in respect of more than 12 consecutive Fixed Rental payment defaults or in any event more than a total of 24 times throughout the term of the Lease.

Except as hereinafter in this Section 5.3(a) provided, the Debtor shall not, by exercising the right to cure any such Event of Default, obtain any lien, charge or encumbrance of any kind on any of the Collateral for or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Debtor against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Secured Party in and to the Collateral. Upon such payment by the Debtor of the amount of principal and interest then due and payable on the Notes, the Debtor shall be subrogated to the rights of the Secured Party in respect of the Fixed Rental which was overdue at the time of such payment and interest payable by the Lessee on account of its being overdue, and therefore, if no other Event of Default or event which the lapse of time or the giving of notice, or both would constitute such an Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Notes have been paid at the time of receipt by the Secured Party of such Fixed Rental, the Debtor shall be

entitled to receive such Fixed Rental and such interest upon receipt thereof by the Secured Party; provided that (i) in the event the principal and interest on the Notes shall have become due and payable pursuant to Section 5.2 (a) hereof, such subrogation shall, until principal of and interest on all Notes shall have been paid in full, be subordinate to the rights of the Secured Party in respect of such payment of Fixed Rental and such interest on such overdue Fixed Rental prior to receipt by the Debtor of any amount pursuant to such subrogation, and (ii) the Debtor shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation.

(b) Option to Prepay Notes. Whether or not the Debtor shall then have the right to cure an Event of Default under the Lease pursuant to Section 5.3(a) above, the Debtor may, upon the occurrence of any event which would cause the principle amount of the Notes to become immediately due and payable as set forth in Section 5.4 hereof, at its option prepay the Notes, without premium or penalty, by payment of the entire unpaid principal amount thereof, together with accrued interest thereon to the date of prepayment.

5.4. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, any purchaser for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes (including all claims for interest matured and unpaid thereon), owned by such purchaser equal to the pro rata portion of the net proceeds of such sale to which such purchaser is entitled on account of all Notes owned by such purchaser.

5.5. Waiver by Debtor. To the extent permitted by law, the Debtor covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement,

all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

5.6. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns (subject, however, to the then existing rights, if any, of the Lessee under the Lease).

5.7. Application of Sale Proceeds. The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of fees, costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper fees, expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Notes and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment of the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to the unpaid interest thereon, second, to unpaid premium, if any, thereon, and third, to unpaid principal thereof; such application to be made upon presentation of the several Notes, and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

5.8. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this

Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holder or holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

5.9. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of any Note to exercise any right or power arising from any default on the part of the Debtor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranty.

SECTION 6. THE SECURED PARTY.

6.1. Certain Duties and Responsibilities of Secured Party. (a) Except during the continuance of an Event of Default:

(i) the Secured Party shall perform such duties and only such duties as are specifically set forth in this Security Agreement, and no implied covenants or obligations shall be read into this Security Agreement against the Secured Party; and

(ii) in the absence of bad faith on its part, the Secured Party may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Secured Party and conforming to the requirements of this Security Agreement or the Lease; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Secured Party, the Secured Party shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Security Agreement.

(b) In case an Event of Default has occurred and is continuing, the Secured Party shall exercise such of the rights and powers vested in it by this Security Agreement for the benefit of the holders of the Notes, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Security Agreement shall be construed to relieve the Secured Party from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section; and

(ii) the Secured Party shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of two-thirds principal amount of the Notes outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Secured Party, or exercising any trust or power conferred upon the Secured Party under this Security Agreement.

(d) No provision of this Security Agreement shall require the Secured Party to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Whether or not therein expressly so provided, every provision of this Security Agreement relating to the conduct or affecting the liability of or affording protection to the Secured Party shall be subject to the provisions of this Section.

6.2. Certain Limitations on Secured Party's Rights to Compensation and Indemnification. The Secured Party agrees that it shall have no right against the holders of any Note for the payment of compensation for its services hereunder or any expenses or disbursements incurred in connection with the exercise and performance of its powers and duties hereunder or any indemnification against liability which it may incur in the exercise and performance of such powers and duties but, on the contrary, shall look solely to the Debtor under Section 2.6 of the Participation Agreement for such payment and indemnification and that it shall have no lien on nor security interest in the Collateral as security for such compensation, expenses, reasonable counsel fees, if any, disbursements and indemnification except to the extent provided for in Section 5.7(a) hereof.

6.3. Certain Rights of Secured Party. (a) The Secured Party shall not be responsible for any recitals herein or in the Participation Agreement or for insuring the Equipment, or for paying or discharging any tax, assessment, governmental charge or lien affecting the Collateral, or for the recording, filing or refiling of this Security Agreement, or of any supplemental or further mortgage or trust, nor shall the Secured Party be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements contained herein or in the Participation Agreement, and, except in the case of a default in the payment of the principal of, or interest or premium, if any, on any Note or a default of which an officer or employee of the Corporate Trust Department of the Secured Party has actual knowledge, the Secured Party shall be deemed to have knowledge of any default in the performance or observance of any such covenants, conditions or agreements only upon receipt of written notice thereof from one of the holders of the Notes. The Secured Party shall promptly notify the Debtor and all holders of the Notes of any default of which the Secured Party has actual knowledge. Upon receipt by the Secured Party of such written notice from a holder of a Note, the Secured Party shall promptly notify the Debtor and all other holders of the Notes of such notice and the default referred to therein by prepaid registered mail addressed to them at their addresses set forth in the Register.

(b) The Secured Party makes no representation or warranty as to the validity, sufficiency or enforceability of this Security Agreement, the Notes, the Participation Agreement or any instrument included in the Collateral, or as to the value, title, condition, fitness for use of, or otherwise with respect to, any Equipment or Item of Equipment or any substitute therefor. The Secured Party shall not be accountable to anyone for the use or application of any of the Notes or the proceeds thereof or for the use or application of any property or the proceeds thereof which shall be released from the lien and security interest hereof in accordance with the provisions of this Security Agreement.

(c) The Secured Party may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(d) Any request, direction or authorization by the Debtor or the Lessee shall be sufficiently evidenced by a request, direction or authorization in writing, delivered to the Secured Party, and signed in the name of the Debtor or the Lessee, as the case may be, by its Chairman of the Board, President, any Vice President, Treasurer or Secretary, and any resolution of the Board of Directors of the Debtor or the Lessee shall be sufficiently evidenced by a copy of such resolution certified by its Secretary or an Assistant Secretary to have been duly adopted and to be in full force and effect on the date of such certification, and delivered to the Secured Party.

(e) Whenever in the administration of the trust herein provided for, the Secured Party shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Debtor or the Lessee, as the case may be, and delivered to the Secured Party, and such certificate shall fully warrant to the Secured Party or any other person for any action taken, suffered or omitted on the faith thereof, but in its discretion the Secured Party may accept, in lieu thereof, other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(f) The Secured Party may consult with counsel, appraisers, engineers, accountants and other skilled persons to be selected by the Secured Party, and the written advice of any thereof shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(g) The Secured Party shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Collateral or to take any action towards the execution or enforcement of the trusts hereunder or otherwise hereunder, whether on its own motion or on the request of any other person, which in the opinion of the Secured Party may involve loss, liability or expense, unless the Debtor or one or more holders of the Notes outstanding shall offer and furnish such security or indemnity against loss, liability and expense to the Secured Party as the Secured Party may reasonably require.

(h) The Secured Party shall not be liable to the holder of any Note for any action taken or omitted by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Security Agreement.

(i) The Secured Party shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, unless requested in writing to do so by the holders of not less than a majority in principal amount of the Notes then outstanding.

(j) The Secured Party may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Secured Party shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care.

(k) The provisions of paragraphs (c) to (j) inclusive of this Section 6.3 shall be subject to the provisions of Section 6.1 hereof.

6.4. Showings Deemed Necessary by Secured Party. Notwithstanding anything elsewhere in this Security Agreement contained, the Secured Party shall have the right, but shall not be required, to demand in respect of withdrawal of any cash, the release of any property, the subjection of any after-acquired property to the lien of this Security Agreement, or any other action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information by the Secured Party deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

6.5. Status of Moneys Received. All moneys received by the Secured Party shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Secured Party under such general conditions as may be prescribed by law in the Secured Party's general banking department, and the Secured Party shall be under no liability for interest on any moneys received by it hereunder. The Secured Party and any affiliated corporation may become the owner of any Note secured hereby and be interested in any financial transaction with the Debtor or any affiliated corporation or the Lessee or any affiliated corporation, or the Secured Party may act as depository or otherwise in respect to other securities of the Debtor or any affiliated corporation or the Lessee or any affiliated corporation, all with the same rights which it would have if not the Secured Party. The Secured Party agrees that, whenever it shall be required to disburse moneys to any Note Purchaser under the provisions hereof, it shall do so by wire transfer of immediately available funds to a designated bank or trust company located in the continental United States whenever such method of payment is provided for in Schedule 2 to the Participation Agreement or is requested in writing by such Note Purchaser.

6.6. Resignation of Secured Party. The Secured Party may resign and be discharged of the trusts hereby created by mailing notice specifying the date when such resignation shall take effect to the Debtor and to the holders of the Notes at their last known addresses. Such resignation shall take effect on the date specified in such notice (being not less than thirty days after the mailing of such notice) unless previously a successor secured party shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

6.7. Removal of Secured Party. The Secured Party may be removed and/or a successor secured party may be appointed at any time by an instrument or concurrent instruments in writing signed

and acknowledged by the holders of a majority in principal amount of the Notes and delivered to the Secured Party and to the Debtor and, in the case of the appointment of a successor secured party, to such successor secured party.

6.8. Successor Secured Party. Each secured party appointed in succession of the Secured Party named in this Security Agreement, or its successor in the trust, shall be a trust company or banking corporation having an office in any of the States of Illinois, New York or Connecticut, in good standing and having a capital and surplus aggregating at least \$50,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable or customary terms.

6.9. Appointment of Successor Secured Party. If the Secured Party shall have given notice of resignation to the Debtor pursuant to Section 6.6 hereof, if notice of removal shall have been given to the Secured Party and the Debtor pursuant to Section 6.7 hereof, which notice does not appoint a successor secured party, a successor secured party may be appointed by the Debtor, or, if such successor secured party shall not have been so appointed or shall not have accepted such appointment within fifteen calendar days after the giving of such notice of resignation or the giving of any such notice of removal, as the case may be, a successor secured party may be appointed by the Debtor, the holder of any outstanding Note or, upon application of the retiring secured party, by any court of competent jurisdiction.

6.10. Merger or Consolidation of Secured Party. Any company into which the Secured Party, or any successor to it in the trust created by this Security Agreement, may be merged or converted or with which it or any successor to it may be consolidated or any company resulting from any merger or consolidation to which the Secured Party or any successor to it shall be a party (provided such company shall be a corporation organized under the laws of the United States of America or of a state thereof, having a capital and surplus of at least \$50,000,000), shall be the successor to the Secured Party under this Security Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Debtor covenants that in case of any such merger, consolidation or conversion it will, upon the request of the merged, consolidated or converted corporation, execute, acknowledge and cause to be recorded or filed suitable instruments in writing to confirm the estates, rights and interests of such corporation as secured party under this Security Agreement.

6.11. Conveyance Upon Request of Successor Secured Party. Should any deed, conveyance or instrument in writing from the Debtor be required by any successor secured party for more fully and certainly vesting in and confirming to such new secured party such estates, rights, powers and duties, then upon request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered, and shall

be caused to be recorded and/or filed, by the Debtor.

6.12. Acceptance of Appointment by Successor Secured Party. Any new secured party appointed pursuant to any of the provisions hereof shall execute, acknowledge and deliver to the Debtor an instrument accepting such appointment, and thereupon such new secured party, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with like effect as if originally named as Secured Party herein; but nevertheless, upon the written request of the Debtor or of the successor secured party, the secured party ceasing to act shall execute and deliver an instrument transferring to such successor secured party, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the secured party so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such secured party to the successor secured party so appointed in its or his place.

SECTION 7. LIMITATIONS OF LIABILITY.

Except as otherwise provided in Section 2.2 hereof, anything in this Security Agreement to the contrary notwithstanding, neither the Secured Party nor the holder or any Note nor the successors or assigns of any of said persons, shall have any claim, remedy or right to proceed against the Debtor in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, in this Security Agreement, from any source other than the Collateral, including the sums due and to become due under the Lease; and the Secured Party by the execution of this Security Agreement and the holders of the Notes by acceptance thereof, waive and release any personal liability of the Debtor in its individual corporate capacity and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor for and on account of such indebtedness or such liability, and the Secured Party and the holders of the Notes agree to look solely to the Collateral, including the sums due and to become due under the Lease for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the holders of the Notes to accelerate the maturity of the Notes upon a default under this Security Agreement; to bring suit and obtain a judgment against the Debtor on the Notes or to exercise all rights and remedies provided under this Security Agreement or otherwise realize upon the Collateral.

SECTION 8. MISCELLANEOUS.

8.1. Execution of Notes. The Notes shall be Order Notes, transferrable by endorsement and delivery, and shall be signed on behalf of the Debtor by its President or any Vice President or any other officer of the Debtor who, at the date of the actual execution thereof, shall be a proper officer to execute the same.

8.2. Payment of the Notes. (a) The principal of, and premium, if any, and interest on the Notes shall be payable by wire transfer of immediately available funds, in the case of any original Note Purchaser or any affiliate of such Note Purchaser, as provided in Section 6.5 or as such Note Purchaser shall otherwise designate, and in the case of all other holders of the Notes, to such bank or trust company in the continental United States for the account of such holder as the holder shall designate to the Debtor from time to time in writing. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid.

(b) All amounts constituting payment of the installments of rental under the Lease or Casualty Value received by the Secured Party and applied on the Notes pursuant to Section 4 hereof shall be valid and effective to satisfy and discharge the liability upon such Notes to the extent of the amounts so received and applied.

(c) The Debtor and the Secured Party may deem and treat the payee of any Note as the absolute owner thereof for the purpose of making payment of all amounts payable with respect thereto and for all other purposes, until (i) the Debtor and the Secured Party shall have received written notice from the payee of the transfer of such Note and of the name and address of the transferee or (ii) such Note shall have been presented to the Debtor and the Secured Party as evidence of the transfer thereof.

8.3. Exchange of Notes. At any time, and from time to time, upon not less than 10 days' written notice to that effect given by the holder of any Note initially delivered or of any Note substituted therefor pursuant to this Section 8.3 or Section 8.4 hereof, the Debtor will upon surrender of such Note at its office, deliver in exchange therefor, without expense to the holder except as set forth in Section 8.5 hereof, one or more Notes for the same aggregate principal amount as the original principal amount of the Note so surrendered, in denominations of not less than \$50,000 in aggregate principal amount, or in such amount in excess thereof as the holder of any Note may request, dated as of the date of original issue, payable to such person, or order, as may be designated by such holder, and otherwise of the same form and tenor as the Note so surrendered for exchange. Upon receipt of any Note pursuant to this Section 8.3, the holder of such Note will represent in writing to the Debtor that such

holder is taking such Note for investment and with no present intention of distributing or reselling such Note or any part thereof, but without prejudice, however, to the right of such holder at all times to sell or otherwise dispose of all or any part of such Note.

All Notes presented or surrendered for exchange shall be accompanied (if so required by the Debtor) by a written instrument or instruments of assignment or transfer, in form satisfactory to the debtor, duly executed by the holder or by its attorney duly authorized in writing. The Debtor shall not be required to make an exchange of any Note for a period of two days preceding any installment payment date with respect thereto.

8.4. Lost or Mutilated Notes. In case any Note shall become mutilated or be destroyed, lost or stolen, the Debtor, upon the written request of the holder thereof, shall execute and deliver a new Note in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Debtor such security or indemnity as may be required by the Debtor to save it harmless from all risks, and the applicant shall also furnish to the Debtor evidence to its satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or will mature within 30 days shall become mutilated or be destroyed, lost or stolen, the Debtor may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Debtor such security or indemnity as the Debtor may require to save it harmless, and shall furnish evidence to the satisfaction of the Debtor of the mutilation, destruction, loss or theft of such Note and the ownership thereof. If any Note Purchaser or any affiliate of a Note Purchaser or its nominee, is the owner of such lost, stolen or destroyed Note, then the affidavit of the president, vice president, treasurer or assistant treasurer of such Note Purchaser or such affiliate of a Note Purchaser setting forth the fact of loss, theft or destruction and of its ownership of the Note at the time of such loss, theft or destruction shall be accepted as satisfactory evidence thereof and no indemnity shall be required as a condition to execution and delivery of a new Note other than the written agreement of such Note Purchaser or such affiliate of a Note Purchaser to indemnify the Debtor for any claims or action against it (and for its attorney's fees) resulting from the issuance of such new Note or the reappearance of the old Note. The Debtor shall advise the Secured Party when any new Note is issued pursuant to this Section 8.4 as to the details relating to such issuance.

8.5. The New Notes.

(a) Each new Note (herein, in this Section 8.5, called a "New Note") issued pursuant to Section 8.3 or 8.4, in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section 8.5, called an "Old Note") shall be dated the date of such Old Note. The Debtor shall mark on each New Note (i) the dates to which principal and interest have been paid on such Old Note, (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note, and (iii) the amount of each installment payment payable on such New Note. Each installment payment payable on such New Note on any date shall bear the same proportion to the installment payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original aggregate principal amount of such Old Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Note pursuant to Section 8.3 or 8.4, the Debtor may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Debtor.

(c) All New Notes issued pursuant to Section 8.3 or 8.4 in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Debtor evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Security Agreement to the same extent as the Old Notes.

(d) Upon the issuance of any Note pursuant to this Security Agreement, the Secured Party may submit to the Debtor a request that the Debtor prepare and deliver to the Secured Party an amortization schedule with respect to such Note setting forth the amount of the installment payments to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such installment payment. The Secured Party shall deliver, or send by first-class mail, postage prepaid, one copy of the applicable schedule to the holder of such Note.

8.6. Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Debtor for cancellation or, if surrendered to the Debtor, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Security Agreement.

8.7. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

8.8. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision herein contained unenforceable or invalid, provided that nothing contained in this Section 8.8 shall be construed to be in derogation of any rights or immunities of the Debtor in its individual capacity under Section 7 hereof, or to amend or modify any limitations or restrictions of the Secured Party or the holder of any Note or their respective successors or assigns under said Section 7.

8.9. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Debtor: Valley Bank Leasing, Inc.
234 North Central Avenue
Suite 522
Phoenix, Arizona 85001

Attention: Vice President and
General Manager

If to the Secured
Party: The Connecticut Bank and Trust
Company
One Constitution Plaza
Hartford, Connecticut 06115

Attention: Corporate Trust Department

If to any
holder of Notes: At its address for notices set
forth in the Register

or to any such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

8.10. Supplemental Security Agreements; Waivers.
(a) Supplemental Security Agreements Without Noteholders' Consent.
The Debtor and the Secured Party from time to time and at any

time, subject to the restrictions in this Security Agreement contained, may enter into an agreement or agreements supplemental hereto and which thereafter shall form a part hereof for any one or more of the following purposes:

(i) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Debtor;

(ii) to subject to the security interest of this Security Agreement additional property hereafter acquired by the Debtor and intended to be subjected to the security interest of this Security Agreement, and to correct and amplify the description of any property subject to the security interest of this Security Agreement; or

(iii) to permit the qualification of this Security Agreement under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939 or any corresponding provision in any similar Federal statute hereafter in effect;

and the Debtor covenants to perform all requirements of any such supplemental agreement. No restriction or obligation imposed upon the Debtor may, except as otherwise provided in this Security Agreement, be waived or modified by such supplemental agreements, or otherwise.

(b) Waivers and Consents by Noteholders; Supplemental Security Agreements with Noteholders' Consent. Upon the waiver or consent of the holders of at least 66-2/3% in aggregate outstanding principal amount of the Notes (x) the Debtor may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Security Agreement or any agreement supplemental hereto, or (y) the Debtor and the Secured Party may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Security Agreement or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Debtor; provided, that no such waiver or supplemental agreement shall (i) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest on its Note, as therein and herein provided, without the consent of such holder, (ii) permit the creation of any lien or security interest with respect to any of the Collateral, without the consent of the holders of all the Notes at the time outstanding, (iii) effect the deprivation of the holder of any Note of the benefit of the

security interest of this Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplemental agreement pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Secured Party, without the consent of the holders of all of the Notes at the time outstanding.

(c) Notice of Supplemental Security Agreements. Promptly after the execution by the Debtor and the Secured Party of any supplemental agreement pursuant to the provisions of paragraph (a) or (b) of this Section, the Secured Party shall give written notice, setting forth in general terms the substance of such supplemental agreement, together with a conformed copy thereof, mailed, first-class, postage prepaid, to each holder of the Notes. Any failure of the Secured Party to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

(d) Opinion of Counsel Conclusive as to Supplemental Security Agreements. The Secured Party is hereby authorized to join with the Debtor in the execution of any such supplemental agreement authorized or permitted by the terms of this Security Agreement and to make the further agreements and stipulations which may be therein contained, and the Secured Party may receive an opinion of counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 8.11 complies with the requirements of this Section 8.10.

8.11. Amendments. Subject to Section 8.10, this Security Agreement may, from time to time and at any time, be amended or supplemented by an instrument or instruments in writing executed by the parties hereto.

8.12. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

8.13. Governing Law. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of the State of Connecticut; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

8.14. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

8.15. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be executed, as of the day and year first above written.

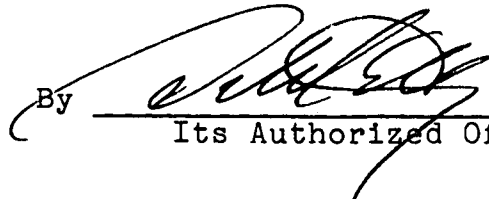
VALLEY BANK LEASING, INC.

[CORPORATE SEAL]

By _____
Its Vice President and
General Manager

THE CONNECTICUT BANK AND TRUST COMPANY

[CORPORATE SEAL]

By  _____
Its Authorized Officer

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

On this ____ day of _____, 1981, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a Vice President and General Manager of VALLEY BANK LEASING, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 9th day of October, 1981, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol Lee Shattuck
Notary Public

(SEAL)

My commission expires:

MY COMMISSION EXPIRES MARCH 31, 1985
NOTARY PUBLIC
CAROL LEE SHATTUCK

CAROL LEE SHATTUCK
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

AMORTIZATION SCHEDULE

(Payments Required Per \$1,000,000 Principal Amount
of 15.50% Series A Secured Notes Issued by Debtor)

See Exhibit A attached hereto and made a part hereof.

SCHEDULE 1
(to Security Agreement)

EXHIBIT A

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
1	1000000.00	12916.67	2452.50	15369.17	997547.50
2	997547.50	12884.99	2484.18	15369.17	995063.32
3	995063.32	12852.90	2516.27	15369.17	992547.05
4	992547.05	12820.40	2548.77	15369.17	989998.28
5	989998.28	12787.48	2581.69	15369.17	987416.59
6	987416.59	12754.13	2615.04	15369.17	984801.55
7	984801.55	12720.35	2648.82	15369.17	982152.73
8	982152.73	12686.14	2683.03	15369.17	979469.70
9	979469.70	12651.48	2717.69	15369.17	976752.01
10	976752.01	12616.38	2752.79	15369.17	973999.22
11	973999.22	12580.82	2788.35	15369.17	971210.87
12	971210.87	12544.81	2824.36	15369.17	968386.51
13	968386.51	12508.33	2860.84	15369.17	965525.67
14	965525.67	12471.37	2897.80	15369.17	962627.87
15	962627.87	12433.94	2935.23	15369.17	959692.64
16	959692.64	12396.03	2973.14	15369.17	956719.50
17	956719.50	12357.63	3011.54	15369.17	953707.96
18	953707.96	12318.73	3050.44	15369.17	950657.52
19	950657.52	12279.33	3089.84	15369.17	947567.68
20	947567.68	12239.42	3129.75	15369.17	944437.93
21	944437.93	12198.99	3170.18	15369.17	941267.75
22	941267.75	12158.04	3211.13	15369.17	938056.62
23	938056.62	12116.56	3252.61	15369.17	934804.01
24	934804.01	12074.55	3294.62	15369.17	931509.39
25	931509.39	12032.00	3337.17	15369.17	928172.22
26	928172.22	11988.89	3380.28	15369.17	924791.94
27	924791.94	11945.23	3423.94	15369.17	921368.00
28	921368.00	11901.00	3468.17	15369.17	917899.83
29	917899.83	11856.21	3512.96	15369.17	914386.87
30	914386.87	11810.83	3558.34	15369.17	910828.53
31	910828.53	11764.87	3604.30	15369.17	907224.23
32	907224.23	11718.31	3650.86	15369.17	903573.37
33	903573.37	11671.16	3698.01	15369.17	899875.36
34	899875.36	11623.39	3745.78	15369.17	896129.58
35	896129.58	11575.01	3794.16	15369.17	892335.42
36	892335.42	11526.00	3843.17	15369.17	888492.25
37	888492.25	11476.36	3892.81	15369.17	884599.44
38	884599.44	11426.08	3943.09	15369.17	880656.35
39	880656.35	11375.14	3994.03	15369.17	876662.32
40	876662.32	11323.55	4045.62	15369.17	872616.70
41	872616.70	11271.30	4097.87	15369.17	868518.83
42	868518.83	11218.37	4150.80	15369.17	864368.03
43	864368.03	11164.75	4204.42	15369.17	860163.61
44	860163.61	11110.45	4258.72	15369.17	855904.89
45	855904.89	11055.44	4313.73	15369.17	851591.16
46	851591.16	10999.72	4369.45	15369.17	847221.71
47	847221.71	10943.28	4425.89	15369.17	842795.82
48	842795.82	10886.11	4483.06	15369.17	838312.76
49	838312.76	10828.21	4540.96	15369.17	833771.80
50	833771.80	10769.55	4599.62	15369.17	829172.18
51	829172.18	10710.14	4659.03	15369.17	824513.15
52	824513.15	10649.96	4719.21	15369.17	819793.94
53	819793.94	10589.01	4780.16	15369.17	815013.78
54	815013.78	10527.26	4841.91	15369.17	810171.87
55	810171.87	10464.72	4904.45	15369.17	805267.42

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
56	805267.42	10401.37	4967.80	15369.17	800299.62
57	800299.62	10337.20	5031.97	15369.17	795267.65
58	795267.65	10272.21	5096.96	15369.17	790170.69
59	790170.69	10206.37	5162.80	15369.17	785007.89
60	785007.89	10139.69	5229.48	15369.17	779778.41
61	779778.41	10072.14	5297.03	15369.17	774481.38
62	774481.38	10003.72	5365.45	15369.17	769115.93
63	769115.93	9934.41	5434.76	15369.17	763681.17
64	763681.17	9864.22	5504.95	15369.17	758176.22
65	758176.22	9793.11	5576.06	15369.17	752600.16
66	752600.16	9721.09	5648.08	15369.17	746952.08
67	746952.08	9648.13	5721.04	15369.17	741231.04
68	741231.04	9574.23	5794.94	15369.17	735436.10
69	735436.10	9499.38	5869.79	15369.17	729566.31
70	729566.31	9423.56	5945.61	15369.17	723620.70
71	723620.70	9346.77	6022.40	15369.17	717598.30
72	717598.30	9268.98	6100.19	15369.17	711498.11
73	711498.11	9190.18	6178.99	15369.17	705319.12
74	705319.12	9110.37	6258.80	15369.17	699060.32
75	699060.32	9029.53	6339.64	15369.17	692720.68
76	692720.68	8947.64	6421.53	15369.17	686299.15
77	686299.15	8864.70	6504.47	15369.17	679794.68
78	679794.68	8780.68	6588.49	15369.17	673206.19
79	673206.19	8695.58	6673.59	15369.17	666532.60
80	666532.60	8609.38	6759.79	15369.17	659772.81
81	659772.81	8522.07	6847.10	15369.17	652925.71
82	652925.71	8433.62	6935.55	15369.17	645990.16
83	645990.16	8344.04	7025.13	15369.17	638965.03
84	638965.03	8253.30	7115.87	15369.17	631849.16
85	631849.16	8161.38	7207.79	15369.17	624641.37
86	624641.37	8068.28	7300.89	15369.17	617340.48
87	617340.48	7973.98	7395.19	15369.17	609945.29
88	609945.29	7878.46	7490.71	15369.17	602454.58
89	602454.58	7781.70	7587.47	15369.17	594867.11
90	594867.11	7683.70	7685.47	15369.17	587181.64
91	587181.64	7584.43	7784.74	15369.17	579396.90
92	579396.90	7483.88	7885.29	15369.17	571511.61
93	571511.61	7382.02	7987.15	15369.17	563524.46
94	563524.46	7278.86	8090.31	15369.17	555434.15
95	555434.15	7174.36	8194.81	15369.17	547239.34
96	547239.34	7068.51	8300.66	15369.17	538938.68
97	538938.68	6961.29	8407.88	15369.17	530530.80
98	530530.80	6852.69	8516.48	15369.17	522014.32
99	522014.32	6742.68	8626.49	15369.17	513387.83
100	513387.83	6631.26	8737.91	15369.17	504649.92
101	504649.92	6518.39	8850.78	15369.17	495799.14
102	495799.14	6404.07	8965.10	15369.17	486834.04
103	486834.04	6288.27	9080.90	15369.17	477753.14
104	477753.14	6170.98	9198.19	15369.17	468554.95
105	468554.95	6052.17	9317.00	15369.17	459237.95
106	459237.95	5931.82	9437.35	15369.17	449800.60
107	449800.60	5809.92	9559.25	15369.17	440241.35
108	440241.35	5686.45	9682.72	15369.17	430558.63
109	430558.63	5561.38	9807.79	15369.17	420750.84
110	420750.84	5434.70	9934.47	15369.17	410816.37

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
111	410816.37	5306.38	10062.79	15369.17	400753.58
112	400753.58	5176.40	10192.77	15369.17	390560.81
113	390560.81	5044.74	10324.43	15369.17	380236.38
114	380236.38	4911.39	10457.78	15369.17	369778.60
115	369778.60	4776.31	10592.86	15369.17	359185.74
116	359185.74	4639.48	10729.69	15369.17	348456.05
117	348456.05	4500.89	10868.28	15369.17	337587.77
118	337587.77	4360.51	11008.66	15369.17	326579.11
119	326579.11	4218.31	11150.86	15369.17	315428.25
120	315428.25	4074.28	11294.89	15369.17	304133.36
121	304133.36	3928.39	11440.78	15369.17	292692.58
122	292692.58	3780.61	11588.56	15369.17	281104.02
123	281104.02	3630.93	11738.24	15369.17	269365.78
124	269365.78	3479.31	11889.86	15369.17	257475.92
125	257475.92	3325.73	12043.44	15369.17	245432.48
126	245432.48	3170.17	12199.00	15369.17	233233.48
127	233233.48	3012.60	12356.57	15369.17	220876.91
128	220876.91	2852.99	12516.18	15369.17	208360.73
129	208360.73	2691.33	12677.84	15369.17	195682.89
130	195682.89	2527.57	12841.60	15369.17	182841.29
131	182841.29	2361.70	13007.47	15369.17	169833.82
132	169833.82	2193.69	13175.48	15369.17	156658.34
133	156658.34	2023.50	13345.67	15369.17	143312.67
134	143312.67	1851.12	13518.05	15369.17	129794.62
135	129794.62	1676.51	13692.66	15369.17	116101.96
136	116101.96	1499.65	13869.52	15369.17	102232.44
137	102232.44	1320.50	14048.67	15369.17	88183.77
138	88183.77	1139.04	14230.13	15369.17	73953.64
139	73953.64	955.23	14413.94	15369.17	59539.70
140	59539.70	769.05	14600.12	15369.17	44939.58
141	44939.58	580.47	14788.70	15369.17	30150.88
142	30150.88	389.45	14979.72	15369.17	15171.16
143	15171.16	195.96	15171.16	15367.12	- .00

AMORTIZATION SCHEDULE

(Payments Required Per \$1,000,000 Principal Amount
of 16% Series B Secured Notes Issued by Debtor)

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
1	1000000.00	13333.33	1155.28	14488.61	998944.72
2	998944.72	13317.93	1170.68	14488.61	997574.04
3	997674.04	13302.32	1186.29	14488.61	996487.75
4	996487.75	13286.50	1202.11	14488.61	995285.64
5	995285.64	13270.48	1218.13	14488.61	994067.51
6	994067.51	13254.23	1234.38	14488.61	992833.13
7	992833.13	13237.78	1250.83	14488.61	991582.30
8	991582.30	13221.10	1267.51	14488.61	990314.79
9	990314.79	13204.20	1284.41	14488.61	989030.38
10	989030.38	13187.07	1301.54	14488.61	987728.84
11	987728.84	13169.72	1318.89	14488.61	986409.95
12	986409.95	13152.13	1336.48	14488.61	985073.47
13	985073.47	13134.31	1354.30	14488.61	983719.17
14	983719.17	13116.26	1372.35	14488.61	982346.82
15	982346.82	13097.96	1390.65	14488.61	980956.17
16	980956.17	13079.42	1409.19	14488.61	979546.98
17	979546.98	13060.63	1427.98	14488.61	978119.00
18	978119.00	13041.59	1447.02	14488.61	976671.98
19	976671.98	13022.29	1466.32	14488.61	975205.66
20	975205.66	13002.74	1485.87	14488.61	973719.79
21	973719.79	12982.93	1505.68	14488.61	972214.11
22	972214.11	12962.85	1525.76	14488.61	970688.35
23	970688.35	12942.51	1546.10	14488.61	969142.25
24	969142.25	12921.90	1566.71	14488.61	967575.54
25	967575.54	12901.01	1587.60	14488.61	965987.94
26	965987.94	12879.84	1608.77	14488.61	964379.17
27	964379.17	12858.39	1630.22	14488.61	962748.95
28	962748.95	12836.65	1651.96	14488.61	961096.99
29	961096.99	12814.63	1673.98	14488.61	959423.01
30	959423.01	12792.31	1696.30	14488.61	957726.71
31	957726.71	12769.69	1718.92	14488.61	956007.79
32	956007.79	12746.77	1741.84	14488.61	954265.95
33	954265.95	12723.55	1765.06	14488.61	952500.89
34	952500.89	12700.01	1788.60	14488.61	950712.29
35	950712.29	12676.16	1812.45	14488.61	948899.84
36	948899.84	12652.00	1836.61	14488.61	947063.23
37	947063.23	12627.51	1861.10	14488.61	945202.13
38	945202.13	12602.70	1885.91	14488.61	943316.22
39	943316.22	12577.55	1911.06	14488.61	941405.16
40	941405.16	12552.07	1936.54	14488.61	939468.62
41	939468.62	12526.25	1962.36	14488.61	937506.26
42	937506.26	12500.08	1988.53	14488.61	935517.73
43	935517.73	12473.57	2015.04	14488.61	933502.69
44	933502.69	12446.70	2041.91	14488.61	931460.78
45	931460.78	12419.48	2069.13	14488.61	929391.65
46	929391.65	12391.89	2096.72	14488.61	927294.93
47	927294.93	12363.93	2124.68	14488.61	925170.25
48	925170.25	12335.60	2153.01	14488.61	923017.24
49	923017.24	12306.90	2181.71	14488.61	920835.53
50	920835.53	12277.81	2210.80	14488.61	918624.73
51	918624.73	12248.33	2240.28	14488.61	916384.45
52	916384.45	12218.46	2270.15	14488.61	914114.30
53	914114.30	12188.19	2300.42	14488.61	911813.88
54	911813.88	12157.52	2331.09	14488.61	909482.79
55	909482.79	12126.44	2362.17	14488.61	907120.62

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
56	907120.62	12094.94	2393.67	14488.61	904726.95
57	904726.95	12063.03	2425.58	14488.61	902301.37
58	902301.37	12030.68	2457.93	14488.61	899843.44
59	899843.44	11997.91	2490.70	14488.61	897352.74
60	897352.74	11964.70	2523.91	14488.61	894828.83
61	894828.83	11931.05	2557.56	14488.61	892271.27
62	892271.27	11896.95	2591.66	14488.61	889679.61
63	889679.61	11862.39	2626.22	14488.61	887053.39
64	887053.39	11827.38	2661.23	14488.61	884392.16
65	884392.16	11791.90	2696.71	14488.61	881695.45
66	881695.45	11755.94	2732.67	14488.61	878952.78
67	878952.78	11719.50	2769.11	14488.61	876193.67
68	876193.67	11682.58	2806.03	14488.61	873337.64
69	873337.64	11645.17	2843.44	14488.61	870544.20
70	870544.20	11607.26	2881.35	14488.61	867662.85
71	867662.85	11568.84	2919.77	14488.61	864743.08
72	864743.08	11529.91	2958.70	14488.61	861784.38
73	861784.38	11490.46	2998.15	14488.61	858786.23
74	858786.23	11450.48	3038.13	14488.61	855748.10
75	855748.10	11409.97	3078.64	14488.61	852669.46
76	852669.46	11368.93	3119.68	14488.61	849549.78
77	849549.78	11327.33	3161.28	14488.61	846388.50
78	846388.50	11285.18	3203.43	14488.61	843185.07
79	843185.07	11242.47	3246.14	14488.61	839938.93
80	839938.93	11199.19	3289.42	14488.61	836649.51
81	836649.51	11155.33	3333.28	14488.61	833316.23
82	833316.23	11110.88	3377.73	14488.61	829938.50
83	829938.50	11065.85	3422.76	14488.61	826515.74
84	826515.74	11020.21	3468.40	14488.61	823047.34
85	823047.34	10973.96	3514.65	14488.61	819532.69
86	819532.69	10927.10	3561.51	14488.61	815971.18
87	815971.18	10879.62	3608.99	14488.61	812362.19
88	812362.19	10831.50	3657.11	14488.61	808705.08
89	808705.08	10782.73	3705.88	14488.61	804999.20
90	804999.20	10733.32	3755.29	14488.61	801243.91
91	801243.91	10683.25	3805.36	14488.61	797438.55
92	797438.55	10632.51	3856.10	14488.61	793582.45
93	793582.45	10581.10	3907.51	14488.61	789674.94
94	789674.94	10529.00	3959.61	14488.61	785715.33
95	785715.33	10476.20	4012.41	14488.61	781702.92
96	781702.92	10422.71	4065.90	14488.61	777637.02
97	777637.02	10368.49	4120.12	14488.61	773516.90
98	773516.90	10313.56	4175.05	14488.61	769341.85
99	769341.85	10257.89	4230.72	14488.61	765111.13
100	765111.13	10201.48	4287.13	14488.61	760824.00
101	760824.00	10144.32	4344.29	14488.61	756479.71
102	756479.71	10086.40	4402.21	14488.61	752077.50
103	752077.50	10027.70	4460.91	14488.61	747616.59
104	747616.59	9968.22	4520.39	14488.61	743096.20
105	743096.20	9907.95	4580.66	14488.61	738515.54
106	738515.54	9846.87	4641.74	14488.61	733873.80
107	733873.80	9784.98	4703.63	14488.61	729170.17
108	729170.17	9722.27	4766.34	14488.61	724403.83
109	724403.83	9658.72	4829.89	14488.61	719573.94
110	719573.94	9594.32	4894.29	14488.61	714679.65

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
111	714679.65	9529.06	4959.55	14483.61	709720.10
112	709720.10	9462.93	5025.68	14483.61	704594.42
113	704694.42	9395.93	5092.68	14483.61	699501.74
114	699501.74	9328.02	5160.59	14483.61	694441.15
115	694441.15	9259.22	5229.39	14483.61	689211.76
116	689211.76	9189.49	5299.12	14483.61	683912.64
117	683912.64	9118.84	5369.77	14483.61	678542.87
118	678542.87	9047.24	5441.37	14483.61	673101.50
119	673101.50	8974.69	5513.92	14483.61	667587.58
120	667587.58	8901.17	5587.44	14483.61	662000.14
121	662000.14	8826.67	5661.94	14483.61	656338.20
122	656338.20	8751.18	5737.43	14483.61	650500.77
123	650600.77	8674.68	5813.93	14483.61	644786.84
124	644786.84	8597.16	5891.45	14483.61	638995.39
125	638895.39	8518.61	5970.00	14483.61	632925.39
126	632925.39	8439.01	6049.60	14483.61	626975.79
127	626875.79	8358.34	6130.27	14483.61	620745.52
128	620745.52	8276.61	6212.00	14483.61	614533.52
129	614533.52	8193.78	6294.83	14483.61	608238.69
130	608238.69	8109.85	6378.76	14483.61	601959.93
131	601859.93	8024.80	6463.81	14483.61	595396.12
132	595396.12	7938.61	6550.00	14483.61	588946.12
133	588846.12	7851.28	6637.33	14483.61	582208.79
134	582208.79	7762.78	6725.83	14488.61	575482.96
135	575482.96	7673.11	6815.50	14488.61	568667.46
136	568667.46	7582.23	6906.38	14483.61	561761.08
137	561761.08	7490.15	6998.46	14483.61	554762.62
138	554762.62	7396.83	7091.78	14488.61	547570.84
139	547670.84	7302.28	7186.33	14488.61	540434.51
140	540484.51	7206.46	7282.15	14483.61	533202.36
141	533202.36	7109.36	7379.25	14488.61	525923.11
142	525823.11	7010.97	7477.64	14488.61	518345.47
143	518345.47	6911.27	7577.34	14488.61	510768.13
144	510768.13	6810.24	18198.87	25009.11	492569.26
145	492569.26	6567.59	18441.52	25009.11	474127.74
146	474127.74	6321.70	18687.41	25009.11	455440.33
147	455440.33	6072.54	18936.57	25009.11	436503.76
148	436503.76	5820.05	19189.06	25009.11	417314.70
149	417314.70	5564.20	19444.91	25009.11	397869.79
150	397869.79	5304.93	19704.18	25009.11	378165.61
151	378165.61	5042.21	19966.90	25009.11	358198.71
152	358198.71	4775.98	20233.13	25009.11	337965.58
153	337965.58	4506.21	20502.90	25009.11	317462.68
154	317462.68	4232.84	20776.27	25009.11	296686.41
155	296686.41	3955.82	21053.29	25009.11	275633.12
156	275633.12	3675.11	21334.00	25009.11	254299.12
157	254299.12	3390.65	21618.46	25009.11	232680.66
158	232680.66	3102.41	21906.70	25009.11	210773.96
159	210773.96	2810.32	22198.79	25009.11	188575.17
160	188575.17	2514.34	22494.77	25009.11	166080.40
161	166080.40	2214.41	22794.70	25009.11	143295.70
162	143295.70	1910.48	23098.63	25009.11	120187.07
163	120187.07	1602.49	23406.62	25009.11	96780.45
164	96780.45	1290.41	23718.70	25009.11	73061.75
165	73061.75	974.16	24034.95	25009.11	49026.80

PAYMENT NUMBER	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	DEBT SERVICE	ENDING PRINCIPAL
166	49025.80	653.69	24355.42	25009.11	24571.38
167	24671.38	328.95	24671.38	25000.33	- .00
		<u>1672081.09</u>	<u>1000000.00</u>	<u>2672081.09</u>	

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
225	225 Covered Hopper Cars	NAHX 900000 through NAHX 900224, both inclusive

VALLEY BANK LEASING, INC.

15.50 % SERIES A SECURED NOTE

No.

\$

, 19

FOR VALUE RECEIVED, the undersigned, VALLEY BANK LEASING, INC. (the "Company") promises to pay to

or order,
the principal sum of

DOLLARS (\$)

together with interest from the date hereof until maturity at the rate of 15.50% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) One (1) installment of all accrued and unpaid interest only payable on November 1, 1981; followed by

(ii) One hundred and forty-two (142) installments of both principal and interest each in the amount of \$_____ payable on December 1, 1981 and the first day of each month thereafter to and including September 1, 1993; followed by

(iii) A final installment on October 1, 1993 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 16.50% per annum after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

EXHIBIT A
(to Security Agreement)

This Note is one of the 15.50% Series A Secured Notes of the Company not exceeding \$5,170,749.60 in aggregate principal amount (the Series A Notes") issued under and pursuant to the Participation Agreement dated as of September 1, 1981 among the Company, North American Car Corporation (the "Lessee"), The Connecticut Bank and Trust Company (the "Secured Party") and certain institutional investors named in Schedule 2 thereto and also issued under and equally and ratably with the other Series A Notes and the Series B Notes described in said Participation Agreement (said Series A Notes and Series B Notes herein referred to collectively as the "Notes") secured by that certain Security Agreement-Trust Deed dated as of September 1, 1981 (the "Security Agreement") from the Company to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Company in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Company agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Connecticut.

Anything in this Note to the contrary notwithstanding, neither the Secured Party nor any holder hereof, nor their respective successors or assigns shall have any claim, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the Secured Party and the holder of this Note by its acceptance hereof waive and release any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future

subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability, and the Secured Party and the holder of this Note agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the Secured Party to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity set forth in the Participation Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

VALLEY BANK LEASING, INC.

By _____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

VALLEY BANK LEASING, INC.

16% SERIES B SECURED NOTE

No.

\$

, 19

FOR VALUE RECEIVED, the undersigned, VALLEY BANK LEASING, INC. (the "Company") promises to pay to

or order,
the principal sum of

DOLLARS (\$))

together with interest from the date hereof until maturity at the rate of 16% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) One (1) installment of all accrued and unpaid interest only payable on November 1, 1981; followed by

(ii) One hundred and forty-three (143) installments of both principal and interest each in the amount of \$_____ payable on December 1, 1981 and the first day of each month thereafter to and including October 1, 1993; followed by

(iii) Twenty-three (23) installments of both principal and interest each in the amount of \$_____ payable on November 1, 1993 and the first day of each month thereafter to and including September 1, 1995; followed by

(iv) A final installment on October 1, 1995 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of 17% per annum

EXHIBIT B
(to Security Agreement)

after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 16% Series B Secured Notes of the Company not exceeding \$2,699,016.68 in aggregate principal amount (the "Series B Notes") issued under and pursuant to the Participation Agreement dated as of September 1, 1981 among the Company, North American Car Corporation (the "Lessee"), The Connecticut Bank and Trust Company (the "Secured Party") and certain institutional investors named in Schedule 2 thereto and also issued under and equally and ratably with the other Series B Notes and the Series A Notes described in said Participation Agreement (said Series B Notes and Series A Notes herein referred to collectively as the "Notes") secured by that certain Security Agreement-Trust Deed dated as of September 1, 1981 (the "Security Agreement") from the Company to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Company in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Company agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Secured Party, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Connecticut.

Anything in this Note to the contrary notwithstanding, neither the Secured Party nor any holder hereof, nor their respective successors or assigns shall have any claim, remedy or right to proceed against the Company in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by this Note for the payment of any liability resulting from

the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the collateral under the Security Agreement (the "Collateral"); and the Secured Party and the holder of this Note by its acceptance hereof waive and release any personal liability of the Company in its individual corporate capacity, and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Company for and on account of such indebtedness or such liability, and the Secured Party and the holder of this Note agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the Secured Party to accelerate the maturity of this Note upon a default thereunder, to bring suit and obtain a judgment against the Company on this Note or to exercise all rights and remedies provided under the Security Agreement or otherwise realize upon the Collateral; provided, further, that nothing in this paragraph shall be construed to limit in scope or substance those representations and warranties of the Company in its individual capacity set forth in the Participation Agreement or the Security Agreement.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

VALLEY BANK LEASING, INC.

By _____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.